

Table of Contents

Agenda	5
Charitable Solicitation Event, Section 11.44.050.	
Agenda Report No. II-1	13
Ordinance No. 48-950 Amending 11.44.050 CLEAN	15
Ordinance Amending 11.44.050 DELINEATED.	17
Ordinance No. 48-950 CREATING 3.26	19
Public Hearing on the Establishment of a Community Improvement District for Eastgate Center Development. (District II)	
Agenda Report No. III-1.	29
Ordinance No. 48-952	32
Development Agreement	38
Public Hearing and Tax Exemption Request, Chrome Plus International. (District IV)	
Agenda Report No. III-2.	68
Ordinance No. 48-953.	70
Agreement	73
Public Hearing and Approval of KICFA Educational Facilities Refunding and Improvement Revenue Bonds, Newman University. (District IV)	
Agenda Report No. III-3 and Resolution No. 11-030	80
Donation of fencing at W.B. Harrison Park. (District II)	
Agenda Report No. III-4 and Memorandum of Understanding	88
Wholesale Water Agreement- Rural Water District No. 8.	
Agenda Report No. III-5 and Agreement	91
Map	100
Tyler Improvements, between 21st Street and 29th Street. (District V)	
Agenda Report No. III-6 and Ordinance No. 48-954	101
Map and CIP	103
CON2010-00008 – Request to change the City Council hearing date from April 12, 2011, to April 5, 2011, for CON2010-00008, which is an application to allow a Wrecking/Salvage Yard on property located at the southwest corner of 29th Street North and Mead Street. (District VI)	
Agenda Report No. IV-1.	105
Request.	107
*ZON2009-00032 – Extension of time to complete the platting requirement for a zone change request from B Multi-family Residential (“B”) to GC General Commercial (“GC”) with a Protective Overlay (“PO”); generally located west of Broadway Avenue and south of 29th Street North. (District VI)	
Agenda Report No. V-1	108
Plat Extension Request	111

*SUB2008-00087 -- Plat of Funston Addition located on the southwest corner of Hydraulic and 47th Street South. (District III)

Agenda Report No. V-2	112
Ordinance No. 48-955.	114
Resolution No. 11-028	115
Supporting Documents	117
*Cooper Crouse-Hinds - Airfield Lighting Control System Maintenance Support Quote.	
Agenda Report No. IX-1.	125
Cooper Crouse-Hinds Quote	126
*Supplemental Agreement No. 5 - AECOM Program Management Services.	
Agenda Report No. IX-2.	128
Supplemental Agreement No. 5.	130
Preliminary Estimates. (See Attached)	
Preliminary Estimates.	135
Storm Water Sewer for North Elementary School Addition, north of 29th Street North, east of Seneca. (District VI)	
Agenda Report No. XII-4a and Resolution No. 11-029	136
21st Street Improvement, from Waco to Broadway. (District VI)	
Agenda Report No. XII-5a.	139
Agreement	140
Supplemental Agreement-Citywide Storm Water System Inventory Study.	
Agenda Report No. XII-5b.	147
Supplemental Agreement.	148
Aquifer Storage and Recovery Project Point-to-Point Data Network Services.	
Agenda Report No. XII-5c.	152
Addendum No.3	153
Lawrence-Dumont Stadium – Artificial Turf Replacement. (District IV)	
Agenda Report No. XII-5d.	162
Contract.	163
Supplemental Design Agreement for Tyler Road Improvements, between 21st Street North and 29th Street North.	
Agenda Report No. XII-6a and Agreement	173
Change Order: City Hall Landscape and Security Enhancements. (District VI)	
Agenda Report No. XII-7a.	178
Change Order.	179
Change Order No. 1: Historic Dunbar Theater Renovation Phase I. (District I)	
Agenda Report No. XII-7b and Change Order	183
Partial Acquisition of 1352 North Minnesota for the East 13th Street, Hydraulic to Oliver Road Improvement Project. (District I)	
Agenda Report No XII-8a.	186

Contract and Maps	187
Acquisition of 3021 East 13th Street for the East 13th Street, Hydraulic to Oliver Road Improvement Project. (District I)	
Agenda Report No. XII-8b.	192
Real Estate Purchase Agreement, Tract Map and Aerial Map	193
Acquisition of a Temporary Construction Easement at 3552 South Seneca for the South Seneca, 31st Street South to Interstate 235 Road Improvement Project. (District IV)	
Agenda Report No. XII-8c.	197
Temporary Construction Easement and Tract Map.	198
Partial Acquisition of 1403 North Yale for the East 13th Street, Hydraulic to Oliver Road Improvement Project. (District I)	
Agenda Report No. XII-8d.	200
Real Estate Purchase Agreement, Tract Map and Aerial Map	201
Partial Acquisition of Vacant Land in the 2000 Block of East 13th Street for the East 13th Street, Hydraulic to Oliver Road Improvement Project. (District I)	
Agenda Report No. XII-8e.	206
Real Estate Purchase Agreement, Tract Map and Aerial Map	207
Report on Claims for January 2011.	
Agenda Report No. XII-10.	211
Settlement of Lawsuit.	
Agenda Report No. XII-11.	212
Submission of a Historic Preservation Grant to continue South Central Neighborhood Building Survey. (District I)	
Agenda Report No. XII-12.	213
Neighborhood Survey Grant Application	214
Submission of a Historic Preservation Grant to host the 2012 Kansas Preservation Conference.	
Agenda Report No. XII-13.	226
Grant Proposal	227
Submission of a Historic Preservation Grant to provide training scholarships for Historic Preservation Board members and staff.	
Agenda Report No. XII-14.	238
Historic Preservation Scholarship Grant Proposal	239
Request for Proposal (RFP) for Transit Community Outreach and Input Study.	
Agenda Report No. XII-15 and Scope of Services	247
119th Street West Improvement, between Kellogg and Maple. (District V)	
Agenda Report No. XII-16 and Customer Change Order	250
Sale of Remnant Property at Ridge Road and Mid Continent Road. (District V)	
Agenda Report No. XII-17.	252
Contract and Maps	253

Sale of Remnant Property in the 2200 block of East 9th Street. (District I)	
Agenda No. XII-18	258
Real Estate Sale Contract and Map.	259
Surplus of City-owned Building at 2101 East 21st Street. (District I)	
Agenda Report No. XII-19.	263
Map	264
Surplus of City-owned Building at 2408 East 21st Street. (District I)	
Agenda Report No. XII-20.	265
Map	266
Coordination Agreement Arena Event Transit Services - Renewal. (District I)	
Agenda Report No. XII-21.	267
Agreement	268
2011 Enforcing Underage Drinking Laws (EUDL) Grant.	
Agenda Report No. XII-22.	272
Grant Application	273
List of Second Reading Ordinances. (See Attached)	
Second Reading Ordinances	277

FINAL
CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. March 1, 2011

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on February 15, 2011

AWARDS AND PROCLAMATIONS

- Proclamation:

Desk and Derrick Awareness Month
- Service Awards:

Michal Betz
Steve Schauner

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

None

COUNCIL BUSINESS

II. UNFINISHED COUNCIL BUSINESS

1. Charitable Solicitation Event, Section 11.44.050.
(Deferred February 15, 2011)

RECOMMENDED ACTION: Approve the first reading of the proposed Draft Ordinance #1 which bans charitable solicitation at intersections.

III. NEW COUNCIL BUSINESS

1. Public Hearing on the Establishment of a Community Improvement District for Eastgate Center Development.
(District II)

RECOMMENDED ACTION: Close the public hearing, place on first reading the Ordinance establishing a community improvement district for the Eastgate Center CID, and approve the Development Agreement.

2. Public Hearing and Tax Exemption Request Chrome Plus International. (District IV)

RECOMMENDED ACTION: Close the public hearing, and approve first reading of the Ordinance granting Chrome Plus a 100% tax exemption on the identified improvements for a five year term, plus a 100% tax exemption for a second five-year term, subject to City Council review.

3. Public Hearing and Approval of KICFA Educational Facilities Refunding and Improvement Revenue Bonds, Newman University. (District IV)

RECOMMENDED ACTION: Close the public hearing and adopt the Resolution approving the issuance of the KICFA Bonds and authorize the necessary signatures.

4. Donation of fencing at W.B. Harrison Park. (District II)

RECOMMENDED ACTION: Approve the Memorandum of Understanding with Independent School and accept the donation.

5. Wholesale Water Agreement- Rural Water District No. 8.

RECOMMENDED ACTION: Approve the Wholesale Water Agreement and authorize the necessary signatures.

6. Tyler Improvements, between 21st Street and 29th Street. (District V)

RECOMMENDED ACTION: Approve the project, place the amending ordinance on first reading and authorize the signing of State/Federal agreements as required.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

IV. NON-CONSENT PLANNING AGENDA

1. CON2010-00008 – Request to change the City Council hearing date from April 12, 2011, to April 5, 2011, for CON2010-00008, which is an application to allow a Wrecking/Salvage Yard on property located at the southwest corner of 29th Street North and Mead Street. (District VI)

RECOMMENDED ACTION: Approve the applicant's request to change the City Council hearing date from April 12, 2011, to April 5, 2011, OR 2) deny the applicant's request to change the City Council hearing date from April 12, 2011, to April 5, 2011.

V. CONSENT PLANNING AGENDA (ITEMS 1 AND 2)

1. *ZON2009-00032 – Extension of time to complete the platting requirement for a zone change request from B Multi-family Residential ("B") to GC General Commercial ("GC") with a Protective Overlay ("PO"); generally located west of Broadway Avenue and south of 29th Street North. (District VI)

RECOMMENDED ACTION: Approve an extension of the platting deadline to March 1, 2012.

2. *SUB2008-00087 -- Plat of Funston Addition located on the southwest corner of Hydraulic and 47th Street South. (District III)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, adopt the Resolution and place the Ordinance on first reading.

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

None

VII. CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VIII. NON-CONSENT AIRPORT AGENDA

None

IX. CONSENT AIRPORT AGENDA (ITEMS 1 AND 2)

1. *Cooper Crouse-Hinds - Airfield Lighting Control System Maintenance Support Quote.

RECOMMENDED ACTION: Accept the quote, authorize the selection of Cooper Crouse-Hinds as the vendor, approve any necessary budget transfers and authorize the necessary signatures.

2. *Supplemental Agreement No. 5 - AECOM Program Management Services.

RECOMMENDED ACTION: Approve Supplemental Agreement No. 5 with AECOM and authorize the necessary signatures.

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

None

XI. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

XII. CONSENT AGENDA (ITEMS 1 THROUGH 23A)

1. Report of Board of Bids and Contracts dated February 28, 2011.

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2011</u>	<u>(Consumption off Premises)</u>
Lori Cottrell	Wal-Mart Store #4321	5475 North Meridian
Lori Cottrell	Wal-Mart Store#1099	501 East Pawnee
Lori Cottrell	Wal-Mart Store #3492	11411 East Kellogg Drive
Martha A Vasquez	Super Del Centro	2425 South Hillside Ste 300
Jose O Vasquez	El Super Del Centro LLC	1170 North Broadway
Babul Rahman	N&N Ent. LLC dba Stop & Go	3232 East Pawnee
Kulwinder Jaswal	Petro America #3	8008 East 21st Street
Mai Vo	T&T Discount Cigarettes	3448 West Douglas Ave

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates:

- a. Preliminary Estimates (See Attached)

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. Storm Water Sewer for North Elementary School Addition, north of 29th Street North, east of Seneca.
(District VI)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Agreements/Contracts:

- a. 21st Street Improvement, from Waco to Broadway. (District VI)
b. Supplemental Agreement-Citywide Storm Water System Inventory Study.
c. Aquifer Storage and Recovery Project Point-to-Point Data Network Services.
d. Lawrence-Dumont Stadium – Artificial Turf Replacement. (District IV)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

6. Design Services Agreement:

- a. Supplemental Design Agreement for Tyler Road Improvements, between 21st Street North and 29th
Street North. (District V)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

7. Change Orders:

- a. Change Order: City Hall Landscape and Security Enhancements. (District VI)
- b. Change Order No. 1: Historic Dunbar Theater Renovation Phase I. (District I)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

8. Property Acquisitions:

- a. Partial Acquisition of 1352 North Minnesota for the East 13th Street, Hydraulic to Oliver Road Improvement Project. (District I)
- b. Acquisition of 3021 East 13th Street for the East 13th Street, Hydraulic to Oliver Road Improvement Project. (District I)
- c. Acquisition of a Temporary Construction Easement at 3552 South Seneca for the South Seneca, 31st Street South to Interstate 235 Road Improvement Project. (District IV)
- d. Partial Acquisition of 1403 North Yale for the East 13th Street, Hydraulic to Oliver Road Improvement Project. (District I)
- e. Partial Acquisition of Vacant Land in the 2000 Block of East 13th Street for the East 13th Street, Hydraulic to Oliver Road Improvement Project. (District I)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

9. Minutes of Advisory Boards/Commissions

Joint Investment Committee, January 6, 2011
Wichita Public Library, January 18, 2011
Board of Electrical Appeals, January 11, 2011
Board of Code Standards and Appeals, January 10, 2011
Airport Advisory Board, January 6, 2011
Board of Park Commissioners, January 10, 2011
Board of Park Commissioners, February 14, 2011

RECOMMENDED ACTION: Receive and file.

10. Report on Claims for January 2011.

RECOMMENDED ACTION: Receive and file.

11. Settlement of Lawsuit. (See Attached)

RECOMMENDED ACTION: Authorize payment of \$325,000 as a full settlement of all possible claims which are the subject of this incident, and authorize payment of the charges and expenses of the mediator in the sum of \$2,365.

12. Submission of a Historic Preservation Grant to continue South Central Neighborhood Building Survey. (District I)

RECOMMENDED ACTION: Approve submission of the grant proposal and authorize the City Manager to sign the agreement.

13. Submission of a Historic Preservation Grant to host the 2012 Kansas Preservation Conference.

RECOMMENDED ACTION: Approve submission of the grant proposal and authorize the City Manager to sign the agreement.

14. Submission of a Historic Preservation Grant to provide training scholarships for Historic Preservation Board members and staff.

RECOMMENDED ACTION: Approve submission of the grant proposal and authorize the City Manager to sign the agreement.

15. Request for Proposal (RFP) for Transit Community Outreach and Input Study.

RECOMMENDED ACTION: Authorize the issuance of a RFP for professional services in compiling a Community Outreach and Input Study.

16. 119th Street West Improvement, between Kellogg and Maple. (District V)

RECOMMENDED ACTION: Approve payment to Westar Energy in the amount of \$57,421.

17. Sale of Remnant Property at Ridge Road and Mid Continent Road. (District V)

RECOMMENDED ACTION: Approve the Real Estate Purchase Contract and authorize all necessary signatures.

18. Sale of Remnant Property in the 2200 block of East 9th Street. (District I)

RECOMMENDED ACTION: Approve the Real Estate Purchase Contract and authorize all necessary signatures.

19. Surplus of City-owned Building at 2101 East 21st Street. (District I)

RECOMMENDED ACTION: Declare the property surplus and approve the marketing strategy described.

20. Surplus of City-owned Building at 2408 East 21st Street. (District I)

RECOMMENDED ACTION: Declare the property surplus and approve the marketing strategy described.

21. Coordination Agreement Arena Event Transit Services-Renewal. (District I)

RECOMMENDED ACTION: Approve the Coordination Agreement Arena Event Transit Services and authorize the necessary signatures.

22. 2011 Enforcing Underage Drinking Laws (EUDL) Grant.

RECOMMENDED ACTION: Approve the application and award and authorize the appropriate signatures.

23. Second Reading Ordinances: (First Read February 15, 2011)

- a. List of Second Reading Ordinances. (See Attached)

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

**City of Wichita
City Council Meeting
March 1, 2011**

TO: Mayor and City Council

SUBJECT: Charitable Solicitation Event, Section 11.44.050 (All Districts)

INITIATED BY: Wichita Police Department

AGENDA: Unfinished Business

Recommendation: Review the two ordinance options provided in regards to fundraising at City intersections.

Background: Concerns about public safety and citizen complaints led the Police Department to review the current City of Wichita ordinance regarding the solicitation of contributions at City intersections. Public safety concerns involved four issues: traffic volume, intersection size, traffic accident numbers and the increasing number of permits issued.

Analysis: The Police Department has researched intersection fundraising by; holding a stakeholder meeting, conducting a peer review, analyzing traffic volume, intersection size and accident numbers, and reviewing fundraising options.

The Police Department presented to the City Council Draft Ordinance #1 in December 2010. This ordinance bans the practice of intersection fundraising. Banning the practice will clearly eliminate citizen complaints and remove all safety concerns.

As an alternative to a total ban, Police staff worked in conjunction with the Law Department to create an alternative proposal (Draft Ordinance #2) which was presented to the City Council on February 15, 2011. At that meeting, the City Council requested that additional restrictions be considered for the Draft Ordinance #2.

Additional restrictions have been added to Draft Ordinance #2 to include:

- Highly visible safety vests with identification on the vest
- Signage which does not block traffic views, but clearly identifies the charitable organization and is on collection containers.
- Limiting an organization to one event per year
- The list of 42 approved intersections has been reduced by 17. The 17 intersection were chosen using the following criteria:
 - All intersections with five lanes of travel in one direction
 - Intersections with over 35,000 vehicles per day
 - High accident intersections

Following is a list of items previously included in this proposed ordinance:

- Charitable organization: is defined as a 502(c)(3) organization
- Proof of liability insurance: requirement for coverage in the amount of \$500,000
- Safety plan: requirement for a written safety plan
- Location requirements: participants must wear safety vests and must stay on the curb or median and not approach vehicles unless invited
- Event fee: increases the fee to \$100.00
- Advance application: requires application five days prior to the event

- Denial of permit: allows the City to deny a permit
- Minimum age: making the minimum age for participation 18
- Permit suspension or revocation: allows for suspension and revocation of permits

Draft Ordinance #2 will enhance safety by further regulating participant activity and removing high traffic intersections, five lane in one direction intersections and high traffic intersections.

The Police Department continues to advocate for Draft Ordinance #1. Roadways are designed to handle vehicle traffic. Intersections are designed to handle both vehicle and pedestrian traffic, within the intersection. Wichita roadways and intersections were not designed with the safety of solicitors in mind. To ensure public safety eliminating the practice of intersection fundraising is in the Police Department's opinion the best option.

Financial Considerations: If permits allowing charitable solicitations in public roadways are eliminated, it will result in the loss of the revenues generated by those license fees. If the practice continues with increased fees the revenue may increase. However, the fees will not result in full cost recovery of permit issuance and monitoring and enforcing public safety at these intersections.

Goal Impact: Enhance the Safe and Secure Community goal by either eliminating the public safety risks involved in the solicitation of charitable contributions or by enhancing the ordinance to further restrict fundraising events.

Legal Considerations: The attached ordinance amendments have been prepared and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the first reading of the proposed Draft Ordinance #1 which bans charitable solicitation at intersections.

Attachments:

Draft Ordinance #1: Delineated Draft version of 11.44.050

Draft Ordinance #2: Created Alternative – New Section 3.26

First Published in The Wichita Eagle on March 11, 2011

OCA #083303

11/30/10

ORDINANCE NO. 48-950

AN ORDINANCE AMENDING SECTION 11.44.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE PROHIBITION AGAINST SOLICITATION OF RIDES, BUSINESS OR CONTRIBUTIONS ON A ROADWAY, AND THE EXCEPTIONS THERETO; AND REPEALING THE ORIGINAL OF SAID SECTION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 11.44.050 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: **“Soliciting rides, business or contributions prohibited-- Exceptions.**

(a) No person shall stand in or in proximity to a roadway for the purpose of soliciting a ride from the driver or occupant of any vehicle.

(b) No person shall stand on a street or highway for the purpose of soliciting employment, business or contributions from an occupant of any vehicle.

(c) No person shall stand on or in proximity to a street or highway for the purpose of soliciting the watching or guarding of any vehicle while parked or about to be parked on a street or highway.

SECTION 2. The original of Section 11.44.050 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 3. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 8th day of
March , 2011.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law

First Published in The Wichita Eagle on _____

DELINEATED

11/03/10

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 11.44.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE PROHIBITION AGAINST SOLICITATION OF RIDES, BUSINESS OR CONTRIBUTIONS ON A ROADWAY, AND THE EXCEPTIONS THERETO; AND REPEALING THE ORIGINAL OF SAID SECTION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 11.44.050 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: **“Soliciting rides, business or contributions prohibited-- Exceptions.**

(a) No person shall stand in or in proximity to a roadway for the purpose of soliciting a ride from the driver or occupant of any vehicle.

(b) No person shall stand on a street or highway for the purpose of soliciting employment, business or contributions from an occupant of any vehicle.

(c) No person shall stand on or in proximity to a street or highway for the purpose of soliciting the watching or guarding of any vehicle while parked or about to be parked on a street or highway.

~~(d) The soliciting of contributions under subsection (b) of this section by a charitable organization shall not be prohibited if a license has first been obtained from the city which authorizes such soliciting, and the soliciting is conducted in accordance to all terms and conditions of such license. The city manager shall establish and maintain guidelines for the~~

~~issuance of such licenses. A license to solicit charitable contributions shall be obtained by making application to the city treasurer's office on a form designated for such purpose.~~

SECTION 2. The original of Section 11.44.050 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 3. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2010.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law

First Published in the Wichita Eagle March 11, 2011

ORDINANCE NO. 48-950

AN ORDINANCE CREATING NEW CHAPTER 3.26 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO PERMITS FOR CHARITABLE SOLICITATION EVENTS AT INTERSECTIONS WITHIN THE CITY OF WICHITA, THE REQUIREMENTS THEREFOR, AND REGULATING THE CONDUCT OF PARTICIPANTS THEREIN.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 3.26.010 of the Code of the City of Wichita, Kansas, shall read as follows: “**Permit required.** No person shall participate in or engage in activities that comprise a charitable solicitation event at approved intersections within the city limits without first obtaining a permit for such an event as provided in this chapter.

“Charitable solicitation event” is defined to mean an event where persons stand upon a street and/or highway of the city and solicit funds for a charitable organization which would otherwise be in violation of Section 11.44.050(b) of the Code of the City of Wichita.

“Charitable organization” is defined to mean a non-profit organization that has been designated as a 501(c)(3) organization pursuant to the Internal Revenue Code of the United States or has been designated as a charitable organization by the Kansas Secretary of State.

“Approved intersections” are defined to mean those intersections within the City of Wichita at which charitable solicitation events are allowed to occur which have been

approved by the Chief of Police or the Chief's designee in consultation with the city traffic engineer. At no time will charitable solicitation events be allowed at intersections that are under construction, or where road work is ongoing.

SECTION 2. Section 3.26.020 of the Code of the City of Wichita, Kansas, shall read as follows: “**Application for permit.** Any person desiring to participate in or engage in activities that comprise a charitable solicitation event at approved intersections within the city limits shall make application for a permit with the city treasurer's office. The application shall be on such form and contain such information as the city treasurer shall require, including the following:

- (a) The name and address of the applicant, and personal information, or if the applicant is a firm or corporation, the names, addresses and personal information of persons owning a financial interest therein.
- (b) The name and address of a contact person for the charitable solicitation event, if different from the applicant.
- (c) The name of the charitable organization for which the event is being conducted and proof that the status of the organization meets the definition set forth herein.
- (d) The date(s) and time(s) that the charitable solicitation event(s) will be conducted.
- (e) Proof of liability insurance as required by Section 3.20.040.
- (f) A safety plan as required by Section 3.20.050.
- (g) A statement by the applicant that he or she is at least 21 years of age.

- (h) A statement by the applicant that he or she is familiar with the provisions of this chapter and is complying and will comply with such provisions.
- (i) A statement by the applicant the he or she has not had a permit under this chapter or a similar type of permit or license in any jurisdiction previously suspended or revoked within one year immediately preceding the date of the application.
- (j) The application shall be accompanied by a Charitable Solicitation Event fee of \$100.00.
- (k) Applications shall be submitted no later than five business days prior to the time of the event for which the permit is sought. No permit will be issued if the application is submitted within five business days of the proposed charitable solicitation event.

SECTION 3. Section 3.26.030 of the Code of the City of Wichita, Kansas, shall read as follows: “**Denial of Permit.** An application for a Charitable Solicitation permit may be denied if:

- (a) The applicant is not at least at least 21 years of age;
- (b) The applicant has knowingly made a false, misleading or fraudulent statement of fact to the City in the application process;
- (c) The application is incomplete or does not contain the information required by this chapter;
- (d) The applicant has had a permit under this chapter or a similar type of permit or license in any jurisdiction previously suspended or revoked for

good cause within one year immediately preceding the date of the filing of the application;

- (e) The applicant fails to comply with any conditions of approval including, but not limited to:
 - (1) Remittance of all application and permit fees;
 - (2) Proof of liability insurance as required;
 - (3) Submission of a safety plan as required.
- (f) Charitable organizations are limited to one charitable solicitation event per year, which event shall be no more than three days in duration.
- (g) If a permit application is denied, under the provisions of this section, notice shall be given to the applicant in writing. Such notice shall set forth the reasons for the denial, and shall inform the applicant that such an order may be appealed to the city council by filing a written request with the city clerk within ten calendar days from the date contained on the notice. If an appeal is taken from the denial of a permit application, no permit shall be issued until the matter is resolved by the city council. The city council shall hear the matter on the record and may affirm or reverse the denial. The applicant may appeal the decision of the city council to the district court of the county in the manner provided by state statute. If an appeal is taken from the decision of the city council, no permit shall be issued until the matter is resolved by the district court.”

SECTION 4. Section 3.26.040 of the Code of the City of Wichita, Kansas, shall read as follows: **“Liability Insurance requirement.** The permit holder for a charitable

solicitation event shall procure and maintain in full force and effect during the term of the permit a policy of insurance from an insurance company authorized to do business in the State of Kansas which provides general liability coverage in an amount not less than \$500,000 per occurrence. Proof of insurance shall be submitted to the City prior to issuance of the permit and maintenance of this insurance shall be a condition thereof.”

SECTION 5. Section 3.26.050 of the Code of the City of Wichita, Kansas, shall read as follows: **“Safety Plan.** (a) It is the obligation of the permit holder or responsible party for a charitable solicitation event and a condition of the permit to maintain at all times adequate safety procedures for the conduct of such event.

(b) The permit holder for a charitable solicitation event shall submit with his or her application a written safety plan to insure that all persons participating in the charitable solicitation event will conform to the standards of conduct set forth in Section 3.26.060 and, further, that adequate safety measures will be taken to protect all participants, all traffic laws will be obeyed, and that the age requirements for solicitors and responsible persons at charitable solicitation locations will be observed.”

SECTION 6. Section 3.26.060 of the Code of the City of Wichita, Kansas, shall read as follows: **“Charitable solicitation events - standards of conduct for participants.** Persons who participate in or engage in activities that comprise a charitable solicitation event shall conform to the following standards of conduct:

- (a) Solicitors may only solicit on behalf of charitable organization as defined in Section 3.26.010 of this code.
- (b) Solicitors may only solicit on the dates and times set forth on the permit application submitted for the event.

- (c) All solicitors shall be 18 years of age or older and must carry a valid, government issued, photo I.D. showing the solicitor to be at least 18 years of age on his or her person while engaged in a charitable solicitation event, and such I.D. shall be presented upon request by any officer of the city.
- (d) There shall be at least one person 21 years of age or older present at each intersection while solicitation is occurring who shall be designated as the responsible party for the group and shall be a contact person for police for enforcement of the provisions of this chapter.
- (e) A copy of the permit issued pursuant to this chapter and the approved intersection attachment must be in the possession of the responsible party at each intersection where solicitation is occurring, and shall be presented for inspection when requested to do so by any officer of the city, or by any person being solicited for a contribution.
- (f) Solicitation shall be allowed only at approved intersections and those that are identified on the permit attachment of the charitable solicitation event as intersections where the applicant intended to solicit donations.
- (g) No solicitor shall suddenly leave the curb or other place of safety and walk or run into the path of a vehicle which is so close as to constitute an immediate hazard.
- (h) Solicitors shall stand on a curb or raised median and are allowed to step off the curb or raised median to approach a vehicle only at intersections with stop signs or while the traffic signal has turned red and only while the

signal remains red. Solicitors shall immediately return to the curb or raised median when the signal turns green or when traffic is moving.

- (i) Solicitors shall not approach a vehicle unless a window is down or an occupant has given some sign of assent to be approached.
- (j) Solicitation shall occur only during daylight hours after sunrise and before sunset.
- (k) Each solicitor shall wear a safety vest of a color and material that will enhance visibility and help insure solicitor safety. Identification of the soliciting agency shall be printed or displayed on each safety vest.
- (l) The soliciting organizations shall be identified by prominent signs visible to drivers and held by individuals on the curb, carried or worn by the solicitors, or placed upon a vehicle legally parked in close proximity to the solicitors. Signs or banners displayed at the intersection shall not be posted or affixed to the ground and shall not inhibit or obstruct traffic visibility.
- (m) Identification of the soliciting agency shall be printed or displayed upon all containers used by solicitors to collect monetary donations.

SECTION 7. Section 3.26.070 of the Code of the city of Wichita, Kansas, shall read as follows: **“Enforcement of Standards of Conduct.** Violation of any of the standards of conduct for participants in charitable solicitation events by as set forth in Section 3.26.060 of this chapter by individual solicitors shall be considered a violation of Section 11.44.050(b) of this Code. In addition to issuing a citation to the violator, a law enforcement officer may order that the violator leave the premises of the charitable

solicitation event for the remainder of the event. If the violator is the responsible person for the group of solicitors at an intersection, soliciting shall cease until another individual who qualifies as a responsible person under this chapter is present at the event location.

SECTION 8. Section 3.26.080 of the Code of the city of Wichita, Kansas, shall read as follows: **Permit suspension or revocation.** (a) The chief of police or the chief's designee may suspend or revoke a charitable solicitation event permit under this chapter if it is determined that:

- (1) The permit holder has made any false statement or given any false information in connection with an application for a permit;
- (2) The permit holder or the responsible party supervising solicitations at an intersection has engaged in or has allowed solicitors to engage in activity that endangers the safety of any solicitor or other person or the public at large, or causes an unreasonable risk of damage to either public or private property.
- (3) The permit holder or the responsible party supervising solicitations at an intersection has repeatedly violated or has allowed solicitors to repeatedly violate any of the standards of conduct set forth in Section 3.26.040.

(b) If the chief of police or the chief's designee suspends or revokes a charitable solicitation event permit under the provisions of this section, notice shall be given to the permit holder in writing. Such notice shall set forth the reasons for the suspension or revocation, and shall inform the permit holder that such an order may be appealed to the city council by filing a written request with

the city clerk within ten calendar days from the date contained on the notice. Upon receipt of such notice, the city clerk shall notify the chief of police who shall forward all relevant information and exhibits to the city clerk within ten days. Any appeal taken from an order of the chief of police or the chief's designee shall stay the order of suspension or revocation until the matter is resolved by the city council.

The city council shall hear the matter on the record and may affirm or reverse in full or in part the action of the chief of police or the chief's designee. The permit holder may appeal the decision of the city council to the district court of the county in the manner provided by state statute. If the decision of the chief of police or the chief's designee is reversed in full or in part, the permit holder shall be granted a permit to conduct an addition charitable solicitation event within the calendar year period. Any appeal to the district court shall not stay the order of the city council.

(c) Any permit holder who has his or her permit revoked or suspended pursuant to this section, as well as the charitable organization for which the permit holder was soliciting donations at the time the conduct occurred which gave rise to the suspension of such permit shall be ineligible to receive a permit for any other charitable solicitation event under this chapter for a period of three calendar years from the date of suspension or revocation.

SECTION 9. Section 3.26.090 of the Code of the City of Wichita, Kansas, shall read as follows: **“Violation – Penalty.** Any person violating any provision of this

chapter is guilty of a misdemeanor and shall be punished by a fine of not more than \$500.”

SECTION 10. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon adoption and publication in the official city newspaper.

PASSED by the governing body of the City of Wichita, Kansas, this 8th day of March, 2011.

Carl Brewer, Mayor

Attest:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
March 1, 2011

TO: Mayor and City Council

SUBJECT: Public Hearing on the Establishment of a Community Improvement District for Eastgate Center Development (District II)

INITIATED BY: Office of Urban Development

AGENDA: New Business

.....

Recommendation: Close the public hearing, place the ordinance on first reading and approve the development agreement.

Background: On December 22, 2010, the City received a petition from TMC Eastgate LLC, the owners of the Eastgate Shopping Center, requesting the creation of a Community Improvement District (CID) near the southeast corner of the intersection of Kellogg Drive and Rock Road, to be called the Eastgate Center CID. On February 8, 2011, the City Council adopted a resolution stating its intent to consider the establishment of the proposed CID and setting March 1, 2011 as the time for a public hearing on this matter.

Analysis: Community Improvement Districts allow property owners to petition cities or counties to create districts in which certain special taxes are imposed and the resulting revenue used to fund public and private improvements and the payment of certain ongoing operating costs, within the districts. CID projects may be funded by either special assessment taxes on real property within the CID or by a special retail sales tax of up to two percent (2%) on all retail sales within the district, or both. Under the CID Act, cities and counties may use the CID tax revenues to repay bonds issued to finance eligible improvements; or the CID revenue may be passed through to developers to reimburse the cost of the improvements, or qualified operating costs, on a pay-as-you-go basis. The maximum term of a CID is 22 years.

In April of 2010, the City Council adopted a policy which addresses how the City will utilize the tool and outlined the approval process. The City's CID Policy encourages the use of pay-as-you-go financing and allows the use of special obligation bonds, but does not permit the use of general obligation bonds. The CID Policy also requires a 100% petition and a public hearing. In December 2010, the City Council amended the CID Policy to require a public purpose statement in a CID petition, limit the maximum eligible reimbursement amount to 125% of the projected CID revenue, require that notice of public hearing be provided to any existing occupants within the district, and require signs to be posted next to store entrances.

TMC Eastgate, LLC plans to renovate the center by renovating the façade, refinishing the parking and providing tenant improvements. The proposed CID does not include the Toys R Us store located in the Eastgate Shopping Center because this property is not owned by TMC Eastgate LLC. The estimated total cost of the renovation project is \$53,450,000, a portion of which will be paid by CID. The maximum eligible amount for reimbursement by CID is \$18,528,596 based on 125% of the projected tax revenue. The proposed amount of Community Improvement District sales tax for the district is one percent (1%) which will be distributed on a pay-as-you-go basis for up to 22 years or until the Developer has been reimbursed for all eligible costs, whichever is earlier. A table identifying the sources and uses of funds is

provided below:

<u>Sources</u>		<u>Uses</u>	
Developer Financing and Other Sources	25,107,630	Buildings and facilities	\$24,300,000
Developer Equity	13,519,493	Building improvements	24,200,000
CID	14,822,877	Site Improvements and Amenities	2,275,000
		Professional Services	525,000
		Operating Expenses	2,150,000
	53,450,000		53,450,000

Public Purpose Statement: The proposed project will encourage economic development, increase commercial activity and create jobs by modernizing an aging retail center. This project will help the center remain viable and decrease vacant space, recently as high as 20%. The use of CID will allow the center to attract national retailers not currently in the Wichita market, thus increasing sales tax revenues for the City; and retain an existing national tenant at risk of leaving the area. Interior and exterior improvements made to the center will increase its attractiveness to tenants and customers, maintaining viability and reducing the risk of blight due to vacancy and deterioration.

Upon adoption of the Ordinance, the City will have created the improvement district and authorized the imposition of a one percent (1%) sales tax to pay for eligible costs as identified in the development agreement. The CID sales tax will start to be collected following the delivery of a certified copy of the Ordinance to the Kansas Department of Revenue, upon instruction from the Developer.

The attached Development Agreement between the City and TMC Eastgate, LLC provides the contractual framework for CID. The Developer will be required to submit certified expenditures to the City for reimbursement of eligible costs. The City will reimburse the Developer with CID funds for eligible costs as expenditures are approved if sufficient funds are available or quarterly as funds become available if funds are insufficient at the time. The draft agreement has been revised to include the CID Policy amendments.

Financial Considerations: The developer has requested pay-as-you-go financing; therefore the City will not issue debt for this project. Proceeds will be held by the City and disbursed pursuant to the development agreement. The City will withhold five percent (5%) of the CID revenues distributed by the State as an administrative service fee, after giving credit for the application fee, and disburse the balance of the CID proceeds to the developer until the maximum amount identified in the petition (\$18,529,596) has been reimbursed or the 22-year term has expired, whichever is earlier.

Goal Impact: Economic Vitality and Affordable Living and Quality of Life. Business prospects and workers seeking to relocate are attracted to a new city that takes care of its older sections.

Legal Considerations: Copies of the resolution setting the public hearing were mailed to all owners and occupants of property in the district and published twice in the City's official newspaper according to state law. The ordinance and development agreement have been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council close the public hearing, place on first reading the Ordinance establishing a community improvement district for the Eastgate Center CID, and approve the Development Agreement.

Attachments: Ordinance and Development Agreement

Ordinance No. 48-952

**AN ORDINANCE OF THE CITY OF WICHITA ESTABLISHING
THE EASTGATE CENTER COMMUNITY IMPROVEMENT DISTRICT**

WHEREAS, the provisions of K.S.A. 12-6a26, as amended, (the “CID Act”) set forth the procedure for the establishment of a Community Improvement District (“CID”); and

WHEREAS, the CID Act provides that prior to creating any CID, the Governing Body shall, by resolution, direct and order a public hearing on the advisability of creation of such CID and the construction and expenditure of costs of community improvement district projects relating thereto, and give notice of the hearing by publication once each week for two consecutive weeks in the official City newspaper, the second publication to be at least seven days prior to the hearing, and by the mailing of notice to the owners of property within the proposed CID; and

WHEREAS, the Governing Body of the City adopted Resolution No. R-11-024 (the “Resolution”) on February 8, 2011, directing that a public hearing on the proposed Eastgate Center CID be held March 1, 2011, and requiring that the City Clerk provide for notice of such public hearing as set forth in the Act; and

WHEREAS; the Resolution was published once each week for two consecutive weeks in the newspaper and notice of the hearing was given to all property owners within the proposed CID as required by the CID Act; and

WHEREAS, the CID Act further authorizes the City, in order to pay the costs of such projects, to impose a community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing of taxable services within a CID in any increment of .10% or .25% not to exceed 2.0% and to reimburse the costs of community improvement district projects from community improvement district sales tax; and

WHEREAS, on March 1, 2011, the Governing Body of the City conducted a public hearing on the proposed “Eastgate Center CID”, the proposed community improvement district projects related thereto, the method of financing the same and the imposition of a community improvement district sales tax; and

WHEREAS, the Governing Body of the City hereby finds and determines it to be advisable to create the Eastgate Center CID and set forth the boundaries thereof, authorize CID Projects relating thereto, approve the maximum costs of such community improvement district projects, approve the method of financing the same and impose the community improvement district sales tax, all in accordance with the provisions of the CID Act;

**NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE
CITY OF WICHITA, KANSAS:**

Section 1. Creation of The Eastgate Center CID District. The Governing Body hereby finds and determines it is advisable to create the Eastgate Center CID within the City and approve the boundaries thereof, and, as such, hereby creates the Eastgate Center CID and approves the boundaries thereof. A legal description of the property within the Eastgate Center CID is set forth in **Exhibit B** attached hereto and incorporated by reference. A map generally outlining the boundaries of the Eastgate Center CID is attached hereto as **Exhibit C** and incorporated herein by reference.

Section 2. Authorization of CID Projects. The Governing Body hereby finds and determines that it is advisable to authorize the community improvement district projects described on the attached **Exhibit A**, incorporated herein by reference, (the “CID Projects”) within the Eastgate Center CID and as such authorizes the CID Projects.

Section 3. Maximum Cost. The maximum cost of the CID Projects, exclusive of administrative fees and costs to be paid to the State of Kansas and to the City, is \$18,528,596.

Section 4. Method of Financing The CID Projects will be financed on a pay-as-you-go basis from revenues received from the imposition of a community improvement district sales tax in the amount of one percent (1%) (the “CID Sales Tax”) on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas retailers’ sales tax act within the Eastgate Center CID. There will be no special assessments levied pursuant to the CID Act within the boundaries of the Eastgate Center CID. There will be no bonds issued pursuant to the CID Act.

Section 5. Imposition of the Community Improvement District Sales Tax. In order to provide for the payment of costs of the CID Projects on a pay-as-you-go basis, the Governing Body hereby imposes the CID Sales Tax within the Eastgate Center CID in an amount of one percent (1%) on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the Kansas retailers’ sales tax act within the Eastgate Center CID, with such CID Sales Tax to commence following submittal by the City of a certified copy of the ordinance to the Kansas Department of Revenue. Submittal to the Kansas Department of Revenue shall occur following publication of the ordinance and written notice from the developer requesting submittal. Such CID Sales Tax shall remain in effect for the maximum period provided for in the CID Act, or such period as may be required for payment from CID Sales Tax revenues of the maximum amount of costs approved for CID Projects in Section 3, above, whichever is the lesser period.

Section 6. Collection of the Sales Tax. The collection of the CID Sales Tax shall be made in the manner presented in the CID Act

Section 7. Segregation of the Sales Tax Revenues. All revenues derived from the collection of the CID Sales Tax shall be deposited into a special fund of the City to be designated as the Eastgate Center CID Sales Tax Revenue Fund. Such revenues shall be used to pay the costs of the CID Projects on a pay-as-you-go basis and related expenses, including administrative fees and reimbursement to be paid to the State of Kansas and to the City.

Section 8. Effective Date. This Ordinance shall take effect from and after its passage by the Governing Body, and its publication once in the official newspaper of the City.

ADOPTED at Wichita, Kansas, this 8th day of March, 2011.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

Approved as to Form:

Gary E. Rebenstorf, City Attorney

EXHIBIT A

PROJECT

The general nature of the proposed projects (the “**Projects**”) is to renovate and modernize the Eastgate Shopping Center with an estimated overall cost of \$53,450,000 and to finance the construction, maintenance, and procurement of certain improvements, costs, and services within the District, including, but not limited to: land acquisition, infrastructure related items, streets, sidewalks, parking lots and facilities, buildings, facilities, tenant improvements, water management and drainage related items, landscaping, lighting, art, water features and other cultural amenities, ongoing maintenance of the District, marketing, advertisement and economic development, cleaning and maintenance, and the City’s administrative costs in establishing and maintaining the District, and any other items permitted to be financed within the District under the Act.

EXHIBIT B

LEGAL DESCRIPTION

Lots 2 and 4, Block 1; Sharon Ryan Addition to the City of Wichita, Sedgwick County, Kansas

Proposed Eastgate Center Community Improvement District

City of Wichita, Kansas

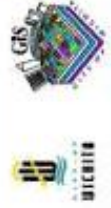
Proposed Eastgate
Center Community
Improvement District

Property Parcels within
District

Property Parcels outside
District

Software: ArcGIS 9.3.1
Hardware: Dell Xeon
Printer: HP 5000 Plotter
Map Data Source:
Property Parcels
provided by
Sedgewick County GIS
Road Centerlines
provided by
City of Wichita

Wednesday, January 5, 2011, 8:21:37 AM
X:\gis\Projects\Map\EastgateCenter_CID.mxd
It is intended that this map be used for informational
purposes only. The City of Wichita does not warrant
the accuracy of the information shown on this map.
The City of Wichita is not responsible for any
errors or omissions on this map.



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”), is made and entered into this ____ day of March, 2011 by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the “City”); and **TMC EASTGATE, LLC**, (the “Developer”) (with the “Developer” and the “City” collectively referred to as the “Parties” and each a “Party”).

RECITALS

A. The City has authority to create a community improvement district (“CID”), pursuant to K.S.A. § 12-6a26 *et seq.* (the “CID Act”), for the purpose of financing certain public and private improvements as defined therein. Under the CID Act, the owners of at least 55% of the total assessed value and land area within the proposed CID boundaries may petition the City to request the creation of a CID and to impose special assessments or a special sales tax to pay the cost of eligible projects.

B. The Developer is the owner of certain land in the City located in the vicinity of the intersection of East Kellogg Avenue and South Rock Road within the City (the “Project”).

C. On or about December 20, 2010, the Developer submitted a petition (the “Petition”) to the City requesting the formation of a community improvement district (the “District”). A copy of the Petition is attached hereto as **Exhibit A**. A legal description and map of the boundaries of the District is set forth on **Exhibit B** attached hereto.

D. On _____, 2011, the City approved the creation of the District through the adoption of Ordinance No. _____ (the “CID Ordinance”). As was contemplated in the Petition, the CID Ordinance approved certain public and private improvements within the District (the “CID Improvements”), as well as certain administrative and operating expenses to be incurred within the District, as more particularly described on **Exhibit C** attached hereto (collectively, the “CID Costs”), to be financed with pay-as-you-go financing payable from revenues received from the imposition of an additional 1% sales tax on all taxable sales within the District (the “CID Sales Tax”). The CID Sales Tax shall commence following submittal by the City of a certified copy of the CID Ordinance to the Kansas Department of Revenue. Submittal to the Kansas Department of Revenue shall occur following publication of the CID Ordinance and written notice to the City from the Developer requesting submittal.

E. The Parties now desire to enter into this Agreement to formalize the construction and financing of the CID Improvements.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

A. Definitions of Words and Terms. Capitalized words used in this Agreement shall have the meanings set forth in the Recitals to this Agreement or they shall have the following meanings:

1. “Administrative Service Fee” means the fee charged by the City for administration of the CID Sales Tax Fund and distributions from same, in the amount of five percent (5%) of the CID Sales Tax collected.
2. “Agreement” means this Agreement as may be amended in accordance with the terms hereof.
3. “CID Act” means K.S.A. § 12-6a26 *et seq.*
4. “CID Bonds” means community improvement district special obligation bonds issued by the City to finance all or a portion of the CID Projects, if any.
5. “CID Costs” means, collectively, the costs of the CID Improvements and other eligible expenses related to the Project to the extent such expenses are “costs” of a “project” as defined in the CID Act, the estimated amounts of which are shown in **Exhibit C**, which also includes the City’s administrative service fee. In the event KSA 12-6a27(f) is subsequently amended or construed by a judicial or attorney general’s opinion to include in the definition of “cost” interest accrued on borrowed money after the period of construction, post-construction costs of private financing shall then also be deemed included in “CID Costs.”
6. “CID Improvements” means the Project and related permissible improvements as set forth in the CID Act and the CID Ordinance.
7. “CID Policy” means the policy of the City of Wichita governing the use of CID financing within the City, as most recently approved by the City Council on December 7, 2010 and as amended from time-to-time thereafter.
8. “CID Ordinance” means Ordinance No. _____ adopted by the City on _____, 2011.
9. “CID Sales Tax” means the community improvement district sales tax authorized by the CID Act and the CID Ordinance.
10. “CID Sales Tax Fund” means the separate fund established by the City for deposit of the CID Sales Tax received from the State and collected within the District, and that is used to finance the CID Costs pursuant to the CID Act.
11. “City” means the City of Wichita, Kansas.

12. “City Representative” means the City Manager or his or her designee as evidenced by a written certificate furnished to the Developer containing the specimen signature of such person or persons and signed by the City Manager.

13. “Developer” means TMC Eastgate, LLC, and its successors and assigns.

14. “Event of Default” means any event or occurrence as defined in Article VI of this Agreement.

15. “Parties” means the City and the Developer.

16. “Pay-as-you-go Financing” means pay-as-you-go financing, as that term is defined in the CID Act, which financing shall be used to pay the CID Costs.

17. “Signage” means a sign at least 24 square inches in size containing the words: THIS PROJECT MADE POSSIBLE BY COMMUNITY IMPROVEMENT DISTRICT FINANCING” using type face of at least 18 points in size, and directing individuals to the City website for further information using type face of at least 12 points in size.

18. “State” means the State of Kansas.

19. “Term” means the earlier of twenty-two (22) years from the date the Director of Taxation for the State of Kansas begins collecting the CID Sales Tax within the District or when CID Costs up to the amount of \$18,528,596 have been paid.

B. Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

1. The terms defined in this Article include the plural as well as the singular.

2. All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles.

3. All references herein to “generally accepted accounting principles” refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.

4. All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed.

5. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

6. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

ARTICLE II

DEVELOPMENT OF THE PROJECT

A. Completion of the CID Improvements. Any of the CID Improvements completed by the Developer shall be in conformance with approved plans for such improvements, City building codes, City Ordinances and all other applicable rules and regulations. Before commencement of construction or development of any buildings, structures or other work or improvement, the Developer shall obtain any and all permits which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work.

B. Cost of the Project. The Developer shall be responsible for and will bear all the CID Costs, subject to the terms of this Agreement governing reimbursement for expenditures on the CID Costs.

ARTICLE III

CID FINANCING

A. CID Sales Tax. The City shall deliver a certified copy of the CID Ordinance to the Kansas Department of Revenue imposing the CID Sales Tax upon the receipt of written notice from the Developer requesting such delivery. Except as otherwise set forth herein, all of the CID Sales Tax collected and delivered to the CID Sales Tax Fund shall be available for and dedicated to pay the CID Costs for the duration of the Term.

B. CID Sales Tax Fund. During the existence of the District all CID Sales Taxes generated within the District shall be deposited into a CID Sales Tax Fund, which shall be established and administered by the City in compliance with the laws of the State of Kansas and this Agreement and shall be held solely for the payment of the CID Costs and shall not be otherwise expended or commingled with other funds.

C. Pay-as-you-go Financing of the CID Costs. The CID Sales Tax shall be used to reimburse the Developer for the CID Costs, as described in **Exhibit C**. The City hereby agrees that the estimates of expenses related to the CID Costs may change prior to and during the expenditure of the CID Costs. However, the aggregate total amount of all CID Costs to be paid hereunder shall not exceed \$18,528,596. Unless otherwise agreed by the Parties in writing, reimbursements shall be made solely to the Developer unless otherwise set forth in this Agreement, except for payment of the City's Administrative Service Fee, which will be deducted by the City in advance of distribution of the CID Sales Tax funds to Developer.

D. Certification of Expenditures. The Developer shall certify all costs and expenditures to be made in connection with the CID Costs in accordance with the following:

1. The Developer shall submit to the City a Certification of Expenditures in the form attached hereto as **Exhibit D** setting forth the amount for which reimbursement is sought and an itemized listing of the related CID Improvements.

2. Each Certification of Expenditures shall be accompanied by such bills, contracts, invoices, and other evidence as the City shall reasonably require to document appropriate payment.

E. Reimbursement. The City shall have twenty (20) calendar days after receipt of any Certification of Expenditures to review and respond by written notice to the Developer. If the submitted documentation demonstrates that: (1) the Certification of Expenditures shows payment by the Developer of the CID Costs; (2) the expense was incurred; (3) the aggregate amount of CID Costs theretofore paid pursuant to this Agreement is less than \$18,528,596 and if added to the amount of the Certification of Expenditures, would not exceed \$18,528,596; (4) the Developer is not in material default under this Agreement; and (5) there is no fraud on the part of the Developer, then the City shall approve the Certification of Expenditures and promptly reimburse the Developer for the CID Costs pursuant to the terms of this Agreement if sufficient funds are available in the CID Sales Tax Fund, and quarterly as funds become available in the event that funds in the CID Sales Tax Fund are at that time insufficient. If the City reasonably disapproves of the Certification of Expenditures, the City shall notify the Developer in writing of the reason for such disapproval within such twenty (20) day period.

F. Payment of the City's Administrative Service Fee. The City shall be paid from the CID Sales Tax Fund an Administrative Service Fee in an amount equal to five percent (5%) of the total CID revenues generated within the District. The \$5,000 application fee paid by Developer upon submission of this Agreement to the City shall be applied as a credit toward payment of the Administrative Service Fee.

ARTICLE IV

DEFAULTS AND REMEDIES

A. Defaults - General. The following events shall constitute an Event of Default under this Agreement:

1. Subject to the extensions of time set forth in subsection F below (Enforced Delay), failure or delay by any Party to perform any term or provision of this Agreement, after receiving written notice and failing to cure, as set forth in paragraph (2) below, constitutes a default under this Agreement. A Party claiming a default (claimant) shall give written notice of default to the other parties, specifying the default complained of.

2. The claimant shall not institute proceedings against a Party, nor be entitled to damages if the other Party within fourteen (14) days from receipt of such written notice, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy within thirty (30) days from the date of receipt of such notice; or if such cure, correction or remedy by its nature cannot be effected within such thirty (30) day period, such cure, correction or remedy is diligently and continuously prosecuted until completion thereof.

B. Remedies on Default. Whenever any Event of Default by the City shall have occurred and be continuing, subject to applicable cure periods, the Developer may pursue any remedy at law and in equity, except as provided below. Whenever any Event of Default by the

Developer shall have occurred and be continuing, subject to applicable cure periods, the City may (1) pursue any remedy at law and in equity, except as provided below, and/or (2) refuse to approve any further Certificates of Expenditures and make any disbursements until such Event of Default is cured by the Developer and/or terminate this Agreement. Notwithstanding any other provision of this Agreement to the contrary, in no event shall the Developer or the City ever be liable for any punitive, special, incidental, or consequential damages in connection with this Agreement, or otherwise. For the purposes of this Section, consequential damages shall include, but not be limited to, lost profits, lost tax revenue, or other similar losses which are not direct out-of-pocket costs incurred by the non-defaulting Party. Further, specific performance shall not be available to the City to require the Developer to construct any improvements within the District. The only remedy that may be sought from the City is strictly limited to use of CID revenues available in the CID Fund to pay CID Costs (i.e., the City can have no liability under this Agreement that in any way extends to its general or tax funds, or any other source of funds apart from the CID revenues derived from this project), except that, in case of any diversion by the City of CID revenues from the CID Fund in breach of this Agreement, the City will be obligated to restore such diverted revenues, dollar for dollar, from any lawfully available source of appropriations.

C. Legal Actions.

1. Institution of Legal Actions. Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Sedgwick County, Kansas or, if federal jurisdiction exists, in the Federal District Court in the District of Kansas.

2. Applicable Law. The laws of the State of Kansas shall govern the interpretation and enforcement of this Agreement.

3. Acceptance of Service of Process.

(a) In the event that any legal action is commenced by the Developer against the City, service of process on the City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law.

(b) In the event that any legal action is commenced by the City against the Developer, service of process on the Developer shall be made by personal service upon an officer or agent of the Developer and shall be valid whether made within or without the State of Kansas or in such other manner as may be provided by law. In the event the Developer no longer has an officer or registered agent to serve, the Secretary of State is hereby irrevocably appointed to accept service for the Developer.

D. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by a Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

E. Inaction Not a Waiver of Default. Any failures or delays by a Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such Party of its right to institute and maintain any action or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

F. Enforced Delay; Extension of Times of Performance.

1. In addition to specific provisions of this Agreement, performance by a Party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where the Party seeking the extension has acted diligently and delays or defaults are due to default of the other Party; war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; market conditions; quarantine restrictions; freight embargoes; lack of transportation; or unusually severe weather; or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform.

2. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the City and the Developer.

ARTICLE V **GENERAL PROVISIONS**

A. Termination of the CID. The City shall not terminate the CID prior to the expiration of its Term, except as provided by law, or as requested by the Developer.

B. Modification of the District. From time to time during the Term, the Developer may request, and the City shall reasonably consider, any modification to the District, in accordance with the CID Act and the CID Policy.

C. Public Disclosure. The Developer will post Signage adjacent to the main entrance of the property. Signage is to be posted and maintained throughout the term of the CID and Agreement.

D. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the Parties, upon official action of the City's governing body approving said amendment, and by the execution of said amendment by the Parties or their successors in interest. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, the Parties shall take such reasonable measures including, but not limited to, reasonable amendment of this Agreement to cure such invalidity where the invalidity contradicts the clear intent of the Parties in entering into this Agreement.

E. Assignment. No Party may assign all or any part of its interest in this Agreement without the prior written consent of the other Parties, and any such assignment without such consent shall be void; except that the Developer may assign all or any part of its interest in this Agreement upon the prior written consent of the City Representative; provided, however, in the

event the City Representative does not consent to such assignment, the Developer may proceed before the City's governing body to request that such assignment be approved; and provided further that any such assignments be administered through a single, third party fiduciary who would receive any payments made pursuant to such assignments and distribute funds to assignees and who would be responsible for calculating any subdivision of funds for such distribution. Under no circumstances shall the City be responsible for determining the amount of funds to be assigned under this provision. Notwithstanding the foregoing, the Developer, with prior written notice to the City, may make a collateral assignment of 100% its rights under this Agreement to a single financial institution as security for a financing of the Project. Any decision to consent or refuse consent to an assignment pursuant to this paragraph shall be solely at the discretion of the City Representative or the City's governing body, as the case may be. Nothing herein shall be construed to delegate rights or responsibilities of the City under this agreement, including without limitation the determination of eligible project costs for reimbursement.

F. Right to Inspect. The Developer agrees that the City, with reasonable advance notice and during normal business hours, shall have the right and authority to review, inspect, audit, and copy, from time to time, all of the Developer's books and records relating to the CID Costs as pertinent to the purposes of this Agreement.

G. Right of Access. For the purposes of assuring compliance with this Agreement, the City Representative shall have the right of access to the District, without charges or fees, during normal business hours for purposes related to this Agreement, including, but not limited to, the inspection of the work being performed in constructing any of the CID Improvements.

H. No Other Agreement. Except as otherwise expressly provided herein, this Agreement and all documents incorporated herein by reference supersedes all prior agreements, negotiations and discussions, both written and oral, relative to the subject matter of this Agreement and is a full integration of the agreement of the Parties.

I. Severability. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable. In no such event shall the validity or enforceability of the remaining valid portions hereof be affected.

J. Notice. All notices and requests required pursuant to this Agreement shall be in writing and shall be sent as follows:

To the Developer:

TMC Eastgate, LLC
Attn: Tom Boyd and/or Mike Boyd
1707 N. Waterfront Parkway
Wichita, KS 67206

-and-

TMC Eastgate, LLC
Attn: Christian Ablah
8110 E. 32nd Street North, Suite 150
Wichita, Kansas 67226

With a copy to:

Korb W. Maxwell
Polsinelli Shughart, P.C.
6201 College Blvd., Ste. 500
Overland Park, KS 66211

To the City:

City Manager
City Hall, 13th Floor
455 N. Main
Wichita, Kansas 67202

With copies to:

Urban Development Office
Attention: Allen Bell
City Hall, 13th Floor
455 N. Main
Wichita, Kansas 67202

or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

K. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

L. Recordation of Agreement. The Parties agree to execute and deliver a memorandum of this Agreement in proper form for recording in the real property records of Sedgwick County, Kansas.

M. Consent or Approval. Except as otherwise provided in this Agreement, whenever consent or approval of either Party is required, such consent or approval shall not be unreasonably withheld.

N. Survivorship. Notwithstanding the termination of this Agreement, the Developer's obligations set out in Article II and Section IV.B. and C. shall survive the termination of this Agreement to the extent that any incident giving rise to a claim, suit, judgment or demand occurred during the Term hereof.

O. Incorporation of Exhibits. The Exhibits attached hereto and incorporated herein by reference are a part of this Agreement to the same extent as if fully set forth herein.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the City and the Developer have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney

TMC EASTGATE, LLC

By: _____

Name: _____

Title: _____

Date: _____

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

On this _____ day of _____, 2011, before me personally appeared _____ to me personally known, who being by me duly sworn did say that he is the _____ of TMC Eastgate, LLC, and that said instrument was signed and delivered on behalf of said limited liability company and acknowledged to me that he/she executed the same as the free act and deed of said limited liability company.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT LIST

EXHIBIT A – CID PETITION

EXHIBIT B – LEGAL DESCRIPTION AND MAP EXHIBIT OF DISTRICT

EXHIBIT C – CID COSTS

EXHIBIT D – CERTIFICATION OF EXPENDITURES

EXHIBIT A
CID PETITION

COMMUNITY IMPROVEMENT DISTRICT PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

- 1) We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows/ provided in **Exhibits A1 and A2**:

IMPROVEMENT DISTRICT

do hereby petition pursuant to the provisions of K.S.A. 12-6a26 et seq., as amended (the "Act"):

- (a) **General Nature:** That the general nature of the proposed community improvement district ("CID") project, the Eastgate Center CID ("**Project**"), is to finance the construction, maintenance, and procurement of certain improvements, costs, and services within the district, including, but not limited to: land acquisition, infrastructure related items, streets, sidewalks, parking lots and facilities, buildings, facilities, tenant improvements, water management and drainage related items, landscaping, lighting, art, water features and other cultural amenities, ongoing maintenance of the district, marketing, advertisement and economic development, cleaning and maintenance, and the City's and the developer's financing costs (if any) as well as the City's and the developer's administrative and operating costs in establishing and maintaining the District and any other items permitted to be financed within the district under the Act. The undersigned request the City of Wichita to assist the Project by providing community improvement financing in accordance with City of Wichita policy and the Act to finance the above-listed items.
- (b) **Public Purpose:** The public purpose of the Project is to encourage economic development, increased commercial activity, and job creation by enabling the renovation of an aging commercial center to make the center modernized and more attractive to tenants and consumers, thereby assisting the center in retaining existing tenants and attracting a specific national-scale tenant not already in the Wichita market. More specifically, planned improvements include extensive façade renovations, a refinishing of the parking lot, and tenant improvements, all of which will help the center remain viable and decrease its vacant space.
- (c) **Estimated Cost:** That the estimated cost of the Project is **Fifty Three Million Four Hundred Fifty Thousand Dollars (\$53,450,000)** of which the maximum amount eligible for reimbursement is **Eighteen Million Five Hundred Twenty**

Eight Thousand Five Hundred Ninety Six Dollars (\$18,528,596), exclusive of the cost of interest on borrowed money. See attached "**Exhibit A3**" for a detailed budget.

- (d) **Proposed Method of Financing:** That the proposed Projects be financed through the use of a special sales tax on a Pay-as-you-go basis as defined in the Act.
 - (e) **Proposed Amount of Sales Tax:** That the proposed amount of Community Improvement District sales tax, if any, shall be 1% for 22 years, or such lesser number of years as may be required to produce revenues sufficient for the payment of the maximum CID eligible cost identified in (b), above.
 - (f) **Proposed Method and Amount of Assessment if any:** No assessments are proposed hereunder.
 - (g) That a legal description and map of the proposed CID are attached hereto as **Exhibits A1 and A2.**
- 2) It is requested that the improvement hereby petitioned be made with notice and public hearing, pursuant to City policy.
 - 3) That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first, and that the signers consent to any assessments to the extent described therein without regard to benefits conferred by the project.
 - 4) That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by the owners of 100% of the land area within the proposed district. The Governing Body is requested to proceed in the manner provided by statute and City policy.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

[SIGNATURES FOLLOW ON PAGES BELOW]

IN WITNESS WHEREOF, the undersigned petitioners have executed the above foregoing petition to create the district at the dates set forth opposite their respective signatures below:

TMC EASTGATE, LLC

By: _____

Name: MICHAEL J. Boyd

Title: MANAGER

STATE OF KANSAS)

COUNTY OF Sedgwick) ss.

BE IT REMEMBERED that on this 16th day of December, 2010, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Michael J. Boyd, to me personally known, who being by me duly sworn did say that (s)he is the Managing Member of TMC Eastgate, LLC, and that the within instrument was signed and sealed on behalf of said TMC Eastgate, LLC by authority thereof, and acknowledged said instrument to be the free act and deed of said limited liability company for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal in the date herein last above written.

My Commission Expires:

[SEAL]

Ruth A. Glaze
Notary Public in and for said County and State

Print Name: Ruth A. Glaze

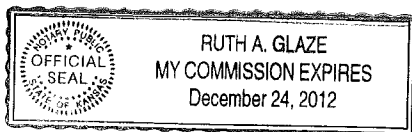


Exhibit A-1
Legal Description of District

Lots 2 and 4, Block 1; Sharon Ryan Addition to the City of Wichita, Sedgwick County, Kansas.

Exhibit A-2
Map of District

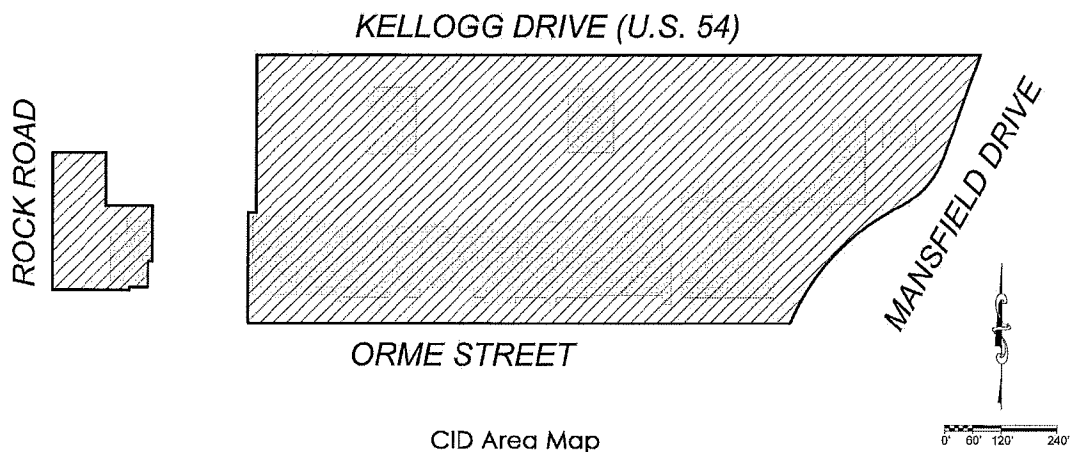


Exhibit A-3
Project Budget

<u>Description</u>		<u>Cost</u>
<u>Hard Costs</u>		
Real Property Acquisition (Center)	\$	19,300,000
Outlot Acquisition	\$	5,000,000
Roof Improvements	\$	900,000
Façade Improvements	\$	2,800,000
Revised Elevations & Remodeling	\$	3,000,000
Annual Tenant Improvements (20 years)	\$	17,500,000
Landscaping/Site Amenities	\$	275,000
Drives & Parking	\$	1,800,000
Signage	\$	200,000
		<hr/>
Subtotal:	\$	50,775,000
<u>Soft Costs</u>		
Civil Land Planning	\$	150,000
Legal	\$	125,000
Brokerage/Commissions	\$	250,000
		<hr/>
Subtotal:	\$	525,000
<u>Ongoing Expenses</u>		
District and Improvement Maintenance	\$	1,200,000
District Services	\$	200,000
Leasing/Marketing/Advertising	\$	450,000
Administrative Costs	\$	300,000
		<hr/>
Subtotal:	\$	2,150,000
Hard Costs:	\$	50,775,000
Soft Costs:	\$	525,000
Ongoing Operating Expenses:	\$	2,150,000
		<hr/>
Total CID Eligible Costs:	\$	53,450,000

Eastgate Plaza - Wichita, Kansas
Tenant List & Sales (Estimated)

Space Number	Tenant	Square Ft.	Sales	Sales/Ft.
1	Casual Male	3,984	\$ 996,000	\$ 250.00
2	David's Bridal	6,320	\$ 1,580,000	\$ 250.00
2A	Plato's Closet	4,243	\$ 1,060,750	\$ 250.00
2B	Available	2,457	\$ 491,400	\$ 200.00
3	Available	900	\$ 180,000	\$ 200.00
4	Available	1,088	\$ 217,600	\$ 200.00
5	Available	804	\$ 160,800	\$ 200.00
6, 7, 8	Regency Beauty Institute	6,013	\$ 751,625	\$ 125.00
9	Burlington Coat Factory	50,000	\$ 6,250,000	\$ 125.00
10	Office Max	26,835	\$ 8,050,500	\$ 300.00
11A, 11B, 11C	Available	26,400	\$ 5,280,000	\$ 200.00
12	Famous Footwear	12,105	\$ 2,723,625	\$ 225.00
13	Hancock Fabrics	19,400	\$ 3,880,000	\$ 200.00
14	TJ Maxx	25,700	\$ 6,425,000	\$ 250.00
15	Catherine's	5,500	\$ 1,100,000	\$ 200.00
16	Barnes and Noble	25,670	\$ 7,701,000	\$ 300.00
18	Souper Salad	5,100	\$ 1,275,000	\$ 250.00
18A	H&R Block	1,900	\$ 237,500	\$ 125.00
19	Available	1,724	\$ 344,800	\$ 200.00
20	Eastgate Barber Shop	750	\$ 56,250	\$ 75.00
21	Available	10,446	\$ 2,089,200	\$ 200.00
22	Available	1,109	\$ 221,800	\$ 200.00
23	Suite Things	1,960	\$ 392,000	\$ 200.00
24	Mattress Firm	4,079	\$ 917,775	\$ 225.00
25	Eyeglass World	4,500	\$ 900,000	\$ 200.00
26	Hobby Town USA	4,449	\$ 889,800	\$ 200.00
27	Tsubasa	1,678	\$ 125,850	\$ 75.00

Total: 255,114 \$ 54,298,275 \$ 212.84

**Eastgate Plaza - Wichita, Kansas
Community Improvement District Proforma**

Sales Assumptions		
Annual Sales	\$	54,298,275
Annual Sales Growth		2%
CID Sales Tax		1.0%

Year	Sales	CID Revenue
1	\$ 54,298,275	\$ 542,983
2	\$ 55,384,241	\$ 553,842
3	\$ 56,491,925	\$ 564,919
4	\$ 57,621,764	\$ 576,218
5	\$ 58,774,199	\$ 587,742
6	\$ 59,949,683	\$ 599,497
7	\$ 61,148,677	\$ 611,487
8	\$ 62,371,650	\$ 623,717
9	\$ 63,619,083	\$ 636,191
10	\$ 64,891,465	\$ 648,915
11	\$ 66,189,294	\$ 661,893
12	\$ 67,513,080	\$ 675,131
13	\$ 68,863,342	\$ 688,633
14	\$ 70,240,609	\$ 702,406
15	\$ 71,645,421	\$ 716,454
16	\$ 73,078,329	\$ 730,783
17	\$ 74,539,896	\$ 745,399
18	\$ 76,030,694	\$ 760,307
19	\$ 77,551,308	\$ 775,513
20	\$ 79,102,334	\$ 791,023
21	\$ 80,684,380	\$ 806,844
22	\$ 82,298,068	\$ 822,981
TOTAL	\$ 1,482,287,715	\$ 14,822,877

CID Reimbursement Cap	125.00%	\$18,528,596
-----------------------	---------	--------------

Eastgate Plaza - Wichita, Kansas

Community Improvement District Project Costs

<u>Description</u>	<u>Cost</u>
<u>Hard Costs</u>	
Real Property Acquisition (Center)	\$ 19,300,000
Outlot Acquisition	\$ 5,000,000
Roof Improvements	\$ 900,000
Façade Improvements	\$ 2,800,000
Revised Elevations & Remodeling	\$ 3,000,000
Annual Tenant Improvements (20 years)	\$ 17,500,000
Landscaping/Site Amenities	\$ 275,000
Drives & Parking	\$ 1,800,000
Signage	\$ 200,000
Subtotal:	\$ 50,775,000
<u>Soft Costs</u>	
Civil Land Planning	\$ 150,000
Legal	\$ 125,000
Brokerage/Commissions	\$ 250,000
Subtotal:	\$ 525,000
<u>Ongoing Expenses</u>	
District and Improvement Maintenance	\$ 1,200,000
District Services	\$ 200,000
Leasing/Marketing/Advertising	\$ 450,000
Administrative Costs	\$ 300,000
Subtotal:	\$ 2,150,000
Hard Costs:	\$ 50,775,000
Soft Costs:	\$ 525,000
Ongoing Operating Expenses:	\$ 2,150,000
Total CID Eligible Costs:	\$ 53,450,000

EXHIBIT B
LEGAL DESCRIPTION AND MAP EXHIBIT OF DISTRICT

EXHIBIT B

LEGAL DESCRIPTION

Lots 2 and 4, Block 1; Sharon Ryan Addition to the City of Wichita, Sedgwick County, Kansas

Proposed Eastgate Center Community Improvement District

City of Wichita, Kansas

Proposed Eastgate
Center Community
Improvement District



Property Parcels within
District



Property Parcels outside
District



Software: ArcGIS 9.3.1
Hardware: Dell Xeon
Printer: HP 5000 Plotter

Map Data Source:
Property Parcels
provided by
Sedgewick County GIS

Road Centerlines
provided by
City of Wichita

Wednesday, January 6, 2011 8:11:27 AM
K:\giswork\Projects\GIS\EastgateCenter_CID.mxd

It is understood that while the City of Wichita Data Center
disseminates information systems, it does not warrant
the accuracy or completeness of the information
provided in this data set. See Data Center GIS web



EXHIBIT C
CID COSTS

Eastgate Plaza - Wichita, Kansas

Community Improvement District Project Costs

<u>Description</u>	<u>Cost</u>
<u>Hard Costs</u>	
Real Property Acquisition (Center)	\$ 19,300,000
Outlot Acquisition	\$ 5,000,000
Roof Improvements	\$ 900,000
Façade Improvements	\$ 2,800,000
Revised Elevations & Remodeling	\$ 3,000,000
Annual Tenant Improvements (20 years)	\$ 17,500,000
Landscaping/Site Amenities	\$ 275,000
Drives & Parking	\$ 1,800,000
Signage	\$ 200,000
Subtotal:	\$ 50,775,000
<u>Soft Costs</u>	
Civil Land Planning	\$ 150,000
Legal	\$ 125,000
Brokerage/Commissions	\$ 250,000
Subtotal:	\$ 525,000
<u>Ongoing Expenses</u>	
District and Improvement Maintenance	\$ 1,200,000
District Services	\$ 200,000
Leasing/Marketing/Advertising	\$ 450,000
Administrative Costs	\$ 300,000
Subtotal:	\$ 2,150,000
Hard Costs:	\$ 50,775,000
Soft Costs:	\$ 525,000
Ongoing Operating Expenses:	\$ 2,150,000
Total CID Eligible Costs:	\$ 53,450,000

EXHIBIT D
CERTIFICATION OF EXPENDITURES

Request No. _____

Date: _____

Pursuant to the Development Agreement (the "Agreement") for the Eastgate Center Community Improvement District between the City of Wichita, Kansas and the undersigned (the "Developer"), the Developer requests reimbursement and hereby states and certifies as follows:

1. The date and number of this request are as set forth above.
2. All terms in this request shall have and are used with the meanings specified in the Agreement.
3. The names of the persons, firms or corporations to whom the payments have been made and reimbursement is hereby requested, the amounts to be reimbursed and the general classification and description of the costs for which each obligation requested to be reimbursed hereby was incurred are as set forth on **Attachment I** hereto.
4. These costs have been incurred and are reasonable costs that are reimbursable under the Agreement.
5. Each item listed above has not been previously reimbursed from the CID Sales Tax Fund and no part thereof has been included in any other Certification of Expenditures or other disbursement request previously filed with the City.

TMC Eastgate, LLC

By: _____
Title: _____

Approved this ____ day of _____, 20__

CITY OF WICHITA

By: _____
City Representative

**ATTACHMENT I
TO CERTIFICATION OF EXPENDITURE**

REQUEST NO. _____

DATED _____

SCHEDULE OF PAYMENTS REQUESTED

Person, firm or corporation to whom payment was made	Amount to be reimbursed	General classification and description of the costs of issuance for which the Obligation to be reimbursed was incurred
---	----------------------------	---

**City of Wichita
City Council Meeting
March 1, 2010**

TO: Mayor and City Council

SUBJECT: Public Hearing and Tax Exemption Request (Chrome Plus International)
(District IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing and place Ordinance on first reading.

Background: Chrome Plus International was founded in McPherson in 1991 as a processor of steel and aluminum for use by aircraft Original Equipment Manufacturers (OEM) and suppliers in the manufacturing process. In 2007, Chrome Plus opened a facility in Wichita. After having submitted a letter of intent to the City, the company expanded its existing facility in two phases: by 10,000 square feet in 2007; and an additional 17,000 square feet in 2010. Chrome Plus is now requesting approval of a tax exemption under the Economic Development Exemption (EDX) Program on the new additions to its manufacturing facility.

Analysis: Chrome Plus is located at 3939 West 29th in Southwest Wichita. The company has completed a two-phase expansion to the aluminum and steel processing facility. The expansion allows the company to increase its titanium processing capabilities. Chrome Plus exports 20% of its products out of Kansas; customers include aircraft OEMs and major tier suppliers.

Chrome Plus has constructed a total 27,000 square foot expansion of the existing facility at a cost of approximately \$1,050,000.

Chrome Plus had no employees in Wichita when the current project started in 2007; the company plans to add at least 65 jobs to support the new facility by 2015. The average wage for the new jobs will be \$38,500 per year. Under the Economic Development Incentive Policy, Chrome Plus is eligible for a 100%, 5+5-year property tax abatement based on the combined investment and job creation commitment.

Financial Considerations: Based on the 2010 mill levy, the estimated tax value of exempted property for the first full year is approximately \$31,515. The value of the 100% real property tax exemption as applicable to taxing jurisdictions is:

City	\$ 8,471	State	\$ 394
County	\$ 7,707	USD 259	\$ 14,944

Wichita State University's Center for Economic Development and Business Research performed a cost-benefit analysis indicating benefit-to-cost ratios, which are as follows:

City of Wichita	1.80 to one
City of Wichita – General Fund	1.60 to one
City of Wichita – Debt Service	2.03 to one
Sedgwick County	1.41 to one
USD 259	1.00 to one
State of Kansas	20.81 to one

Goal Impact: Economic Vitality and Affordable Living. Granting an ad valorem property tax exemption will encourage the business to create new job opportunities and stimulate economic growth for the City of Wichita and Sedgwick County.

Legal Considerations: The Law Department has approved the attached Ordinance and Economic Development Incentive Agreement as to form.

Recommendations/Actions: It is recommended that City Council close the public hearing, and approve first reading of the Ordinance granting Chrome Plus a 100% tax exemption on the identified improvements for a five year term, plus a 100% tax exemption for a second five-year term, subject to City Council review.

Attachments: Ordinance, Economic Development Incentive Agreement

____FIRST PUBLISHED IN THE WICHITA EAGLE ON MARCH 11, 2011____

ORDINANCE NO. 48-953

AN ORDINANCE EXEMPTING PROPERTY FROM AD VALOREM TAXATION FOR ECONOMIC DEVELOPMENT PURPOSES PURSUANT TO ARTICLE 11, SECTION 13, OF THE KANSAS CONSTITUTION; PROVIDING THE TERMS AND CONDITIONS FOR AD VALOREM TAX EXEMPTION; AND DESCRIBING THE PROPERTY OF CHROME PLUS INTERNATIONAL, INC., SO EXEMPTED.

WHEREAS, Article 11, Section 13, of the Kansas Constitution provides that the governing body of the City may, by Ordinance, exempt from all ad valorem taxation all or any portion of the appraised value of certain property meeting the requirements of the constitutional provision; and

WHEREAS, the City of Wichita has adopted an Economic Development Incentive Policy by which the City will consider granting tax exemptions upon a clear and factual showing of direct economic benefit including the creation of additional jobs or the upgrading of existing jobs and the stimulation of additional private investment; and

WHEREAS, Chrome Plus International, Inc., requests an ad valorem tax exemption on a proposed expansion project of 100% for a five-plus-five year term on the construction of new buildings and certain pieces of equipment; and

WHEREAS, Chrome Plus International, Inc. has operated within the City for more than three years as a processor of aluminum, steel and chrome; and

WHEREAS, Chrome Plus International, Inc., proposes a \$1,050,000 expansion by the construction of a new building expansion to be located at 3939 W 29th St. South in southwest Wichita; and

WHEREAS, the City Council of the City of Wichita has reviewed the application and supporting documentation supplied by Chrome Plus International, Inc., has reviewed the impact statements provided by Staff, and the Cost-Benefit Analysis by the Wichita State University and has conducted a public hearing on such application on March 1, 2011; and

WHEREAS, the City Council of the City of Wichita has found and determined:

1. Chrome Plus International, Inc. is an existing business located in Wichita, Kansas, and intends to expand its business by construction of a building expansion.

2. The construction of the expansion for which exemption is given occurred after August 30, 2006. No exemption will be given for construction which occurred before that date.
3. Such construction is to be used exclusively for manufacturing articles of commerce.
4. By such expansion, Chrome Plus International, Inc. will create new employment for 48 employees by 2011, and an additional 17 employees by 2015.
5. Tax exemption will be given only for the construction of a building expansion.
6. The property on which exemption is given will meet the requirements of the Kansas Constitution and the City of Wichita's Economic Development Incentive Policy.
7. Such ad valorem tax exemption is in the public interest providing for economic growth and benefit including the creation of jobs and stimulating additional private investment.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS,

1. The City Council of the City of Wichita, Kansas hereby makes a factual determination that an ad valorem tax exemption of the type requested by Chrome Plus International, Inc. is required to retain jobs in the State of Kansas, and that the property to be exempted is to be used exclusively for manufacturing articles of commerce.
2. Chrome Plus International, Inc. is hereby granted an ad valorem tax exemption of 100% for a five-year term on the construction of a building expansion and 100% for a second five years, subject to approval by the then current governing body, located within the Wichita City limits at 3939 W 29th St. South in southwest Wichita, at an estimated cost of \$1,050,000. Such exemption is to begin in the calendar year after the calendar year in which the expansion is completed, and may be terminated early (and Chrome Plus International, Inc. may be required to repay amounts previously abated), in the event of any failure by Chrome Plus International, Inc., to perform its obligations under the Economic Development Incentive Agreement it has executed with the City.
3. The Economic Development Incentive Agreement between the City of Wichita and Chrome Plus International, Inc. is hereby approved.
4. The Office of Urban Development shall be responsible for monitoring the performance of Chrome Plus International, Inc. and shall provide annual reports on such performance.
5. Such exemption is subject to verification that the level of employment at the time of the completion of the project is at least equal to the level of employment as stated in Chrome Plus International, Inc.'s written request for ad valorem tax exemptions as presented to the City Council and to administrative staff and dated June 30, 2010 and as stated in Chrome Plus International, Inc.'s annually approved EEO/AA Plan.

6. Such exemption may hereafter be withdrawn by the City Council upon a finding that Chrome Plus International, Inc. no longer is entitled to such exemption in accordance with the Economic Development Incentive Agreement, which Chrome Plus International, Inc. has executed with the City.

7. The City Council may, at its discretion, require Chrome Plus International, Inc. to return all funds exempted if there is a failure to meet the terms and conditions of the Economic Development Incentive Agreement which Chrome Plus International, Inc. has executed with the City.

8. Upon finding that Chrome Plus International, Inc. has failed to meet its obligations under the Economic Development Incentive Agreement, the City Council shall require the repayment of all prior amounts of taxes that have been exempted and shall withhold any future exemption of taxes on Chrome Plus International, Inc.'s expansion project. All repayments shall be redistributed to the local taxing authorities at the proper taxing rates.

9. This Ordinance shall be in full force and effect from and after its passage and publication in the official City paper.

Passed by the governing body of the City of Wichita, Kansas this 8th day of March , 2011.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, City Attorney

Economic Development Incentive Agreement

THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT (the “Agreement”) is made and entered into on this ____ day of March, 2011, by and between the City of Wichita, Kansas, hereinafter referred to as the “City,” and Chrome Plus International Inc. hereinafter referred to as the “Company.”

WHEREAS, the Company currently operates a facility in Wichita, Kansas, for manufacturing of composite materials, and, as of June 30, 2010 has completed an expansion by constructing and equipping an expansion to their facility; and

WHEREAS, both the City and the Company desire for the Company to continue operating its business in Wichita, Kansas; and

WHEREAS, the City desires to increase employment opportunities for the citizens of Wichita, Kansas, and to further the other goals advanced by its economic development incentive policy; and

WHEREAS, the Company warrants that it is capable of, and desires to, increase the number of employment positions at its Wichita, Kansas facility; and

WHEREAS, the City has designed an economic development incentive program to accomplish its goal of increasing employment opportunities in Wichita, Kansas; and

WHEREAS, the purpose of this Agreement is to state the terms and conditions under which the City will cooperate in furnishing said economic development incentives.

NOW, THEREFORE, in consideration of the mutual conditions, covenants and promises contained herein, the parties hereto agree as follows:

1. **THE COMPANY.** The Company agrees (to the extent not already hitherto performed) that it shall do the following:
 - A. Between August 30, 2006 and June 30, 2010, the Company will have completed the construction of a new facility at its manufacturing facility, located at 3939 W. 29th St. South, Wichita, Kansas, at a cost of \$1,050,000, to be used exclusively for the purposes of manufacturing articles of commerce;
 - B. Maintain, throughout the period from the date of this Agreement to January 1, 2015 employment of not less than forty-eight (48) employees at the existing manufacturing facility;

- C. On or prior to January 1, 2015, the Company will add an additional seventeen (17) new jobs at the new manufacturing facility, and thereafter, maintain employment of not less than sixty-five (65) employees at combined manufacturing facility, through at least December 31, 2020;
- D. During the entire term of this Agreement, the Company will continuously maintain the average wage paid to its employees at a level (1) equal to or greater than the average wage paid by businesses in the Wichita Metropolitan Statistical Area with the Company's NAICS classification, or alternatively, (2) greater than the average wage for all jobs in the Wichita Metropolitan Statistical Area excluding wages paid by businesses classified in NAICS Sector 326;
- E. During the entire term of this Agreement, the Company will meet any Equal Employment Opportunity/Affirmative Action goals set forth in its periodic filings with the City, and will annually file its Equal Employment Opportunity/Affirmative Action Plan with the City;
- F. During the entire term of this Agreement, the Company will timely pay all *ad valorem* property taxes levied on its real or personal property within Sedgwick County, Kansas;
- G. During the entire term of this Agreement, the Company will ensure that it does not discriminate or permit discrimination against any person on the basis of race, color, national origin or ancestry, religion, sex, age, disability or marital status in its operations or services, and the Company will comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375 and 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Kansas Act Against Discrimination, K.S.A. 44-1000, *et seq.*; the Code of the City of Wichita Section 2.12.950; and, any laws, amendments or regulations promulgated thereunder, including any Ordinance of the City of Wichita, Kansas, presently existing or hereafter enacted, which pertains to civil rights and equal employment opportunity;
- H. During the entire term of this Agreement, the Company will comply with all applicable governmental laws, rules and regulations; and,
- I. During the entire term of this Agreement, the Company will cooperate with any annual compliance audit procedure(s) the City may adopt to monitor compliance with conditions, including any annual reports required of the Company and any inspection of the Company's premises or interviews with the Company's staff.

2. **EFFECT OF COMPANY'S BREACH; REMEDIES.** The Company acknowledges that in the event of its noncompliance with any of its obligations or agreements under the foregoing Section 1, the City will not have received the social and economic development benefits expected in connection with its entry into this Agreement and its furnishing of the economic development incentives provided for hereunder, and the resulting loss to the City will be difficult to measure. In such event, Company shall be required to pay to the City, as liquidated damages, or as a payment in lieu of tax, an amount equal to the *ad valorem* taxes that would theretofore have been payable but for the tax exemption referred to in Section 3 of this Agreement, and the City shall be entitled to take action to cancel and revoke such exemption for any subsequent period. No delay or omission by the City to enforce any of its rights as provided for herein shall impair such right, nor shall any such delay or omission be construed to be a waiver of such right.
3. **THE CITY.** So long as the Company meets and performs its obligations under this Agreement, it is the City's intention that the 10,000 square foot addition and 17,000 square foot addition constructed by the Company pursuant to Section 1.A., above, shall be entitled to an 100% exemption from *ad valorem* taxation for a period of five (5) calendar years, commencing January 1, 2011, and provided proper application is made therefor. It is the City's further intention that the building expansion shall be entitled to a 100% exemption from *ad valorem* taxation for an additional period of five years from January 1, 2016 to December 31, 2020, subject to the approval, in 2015 of the then current governing body. The City agrees that, during the term of this Agreement, and so long as the Company continues to meet and perform all of its obligations under this Agreement, the City will reasonably cooperate with the Company's efforts to perfect the intended exemption before the Kansas Court of Tax Appeals, and to make all necessary annual filings required to maintain such *ad valorem* tax exemption in full force and effect during the term of this Agreement, in accordance with K.S.A. 79-210 *et seq.*
4. **TERM.** This Agreement shall commence on the date first written above, and shall end on December 31, 2020.
5. **INCORPORATION OF APPENDIX.** Appendix A (Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements Statement for Contracts or Agreements) is attached hereto and made a part hereof as if fully set out herein.
6. **ENTIRE AGREEMENT.** This Agreement and any Appendices attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor of any force or effect. In

the event of a conflict between the terms of this Agreement and the terms contained in an Appendix, Statement of Work or other attachment, the terms of this Agreement will control.

7. **NOTIFICATION.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

City: Office of Economic Development
Attn: Economic Development Administrator
455 North Main, 13th Floor
Wichita, Kansas 67202

and

Department of Law
Attn: City Attorney
455 North Main, 13th Floor
Wichita, Kansas 67202

Company: Chrome Plus International Inc.
3939 W. 29th St. South
Wichita, KS 67212

8. **AUTHORITY.** Each person executing this Agreement represents and warrants that they are duly authorized to do so on behalf of the entity that is a party hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF WICHITA, KANSAS

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

CHROME PLUS INTERNATIONAL INC.

APPROVED AS TO FORM:

Gary Rebenstorf
Director of Law

Name: _____
Title: _____

APPENDIX A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
 5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**City of Wichita
City Council Meeting
March 1, 2011**

TO: Mayor and City Council

SUBJECT: Public Hearing and Approval of KICFA Educational Facilities Refunding and Improvement Revenue Bonds (Newman University) (District IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing and adopt the resolution.

Background: On September 11, 2001, the City Council held a public hearing and approved the issuance of not to exceed \$10,700,000 of Educational Facilities Refunding Revenue Bonds by the Kansas Independent College Finance Authority (“KICFA”) for the purpose of financing certain City of Wichita revenue bonds that had been issued in 1999 for Newman University. The 1999 bonds financed the construction of a new residence hall, maintenance facility, sports and fine arts complex, renovation of a food services facility, reimbursement for capital expenditures and retirement of certain existing debt. On March 27, 2001, the City Council approved an Ordinance authorizing the execution of an interlocal cooperation agreement with nine other member cities which created KICFA and authorized it to issue revenue bonds on behalf of these cities to finance private independent colleges located within each city’s corporate limits, including Newman University and Friends University in Wichita.

In order to achieve interest cost savings, Newman University has requested that KICFA refund the outstanding 2001 KICFA Bonds and issue bonds to finance additional improvements to facilities on Newman’s campus at McCormick and Southwest Boulevard. KICFA and Newman University have requested the City Council hold a public hearing and approve the issuance of the proposed KICFA Refunding and Improvement Revenue Bonds in the amount not to exceed \$11,500,000.

Analysis: City of Wichita approval of the KICFA bond issue is required because the KICFA bonds will be federally tax-exempt and the Federal Tax Code requires that a public hearing be held by a “local authority” prior to the issuance of the bonds. Since KICFA was established by interlocal agreements between several cities, each city retains its status as local authority for the purpose of satisfying the federal public hearing requirement.

The proceeds of the proposed bond issue will be used to refund the outstanding Series 2001 KICFA Bonds and to refinance certain indebtedness incurred for the construction, furnishing and equipping of the Dugan Library and Campus Center, for financing the cost of renovating Merlini Hall (a residential dormitory), for funding a bond reserve and paying costs of issuance. The estimated sources and uses of funds are set forth below:

Estimated Sources of Funds

KICFA Bond Proceeds	\$11,185,000
Newman University Funds	<u>190,000</u>
Total Estimated Sources	\$11,375,000

Estimated Uses of Funds

Retirement of Series 2001 Bonds	\$7,185,946
Refinancing of Library Loan	2,400,000
Merlini Hall Renovation	675,000
Refinancing of Major Repairs Lease	214,000
Bond Reserve	500,000
Underwriter Discount	279,625
Issuance Costs	<u>120,429</u>
Total Estimated Uses	\$11,375,000

Newman University has selected Triplett, Woolf & Garretson to serve as bond counsel to KICFA in the transaction and Central States Capital Markets LLC of Wichita to underwrite the KICFA Bonds.

Financial Considerations: There is no cost to the City of Wichita.

Goal Impact: Quality of Life. Facilitating access to low-cost financing for private colleges provides a diversity of high-quality educational choices for the residents of the region.

Legal Considerations: A notice of the public hearing has been published 14 days in advance as required by federal law. The notice and the attached Resolution approving the issuance of the KICFA Bonds were prepared by Triplett, Woolf & Garretson, bond counsel for KICFA. The Law Department has approved the form of notice and Resolution.

Recommendations/Actions: It is recommended the City Council close the public hearing and adopt the Resolution approving the issuance of the KICFA Bonds and authorize the necessary signatures.

Attachment: Resolution

TRIPLETT, WOOLF & GARRETSON, L.L.C.

RESOLUTION NO. 11-030

OF THE
CITY OF WICHITA, KANSAS

APPROVING THE ISSUANCE BY THE
KANSAS INDEPENDENT COLLEGE FINANCE AUTHORITY
OF NOT TO EXCEED \$11,500,000
EDUCATIONAL FACILITIES REFUNDING AND IMPROVEMENT REVENUE BONDS
(NEWMAN UNIVERSITY)

RESOLUTION NO. 11-030

A RESOLUTION APPROVING THE ISSUANCE BY THE KANSAS INDEPENDENT COLLEGE FINANCE AUTHORITY OF NOT TO EXCEED \$11,500,000 EDUCATIONAL FACILITIES REFUNDING AND IMPROVEMENT REVENUE BONDS (NEWMAN UNIVERSITY) FOR THE PURPOSES OF REFUNDING CERTAIN BONDS, RETIRING CERTAIN EXISTING INDEBTEDNESS, AND RENOVATING AN EXISTING STUDENT HOUSING FACILITY LOCATED ON THE CAMPUS OF NEWMAN UNIVERSITY.

WHEREAS, the Kansas Independent College Finance Authority (the “Authority”) is created and organized as a separate legal entity by its member cities pursuant to Article 12, Section 5 of the Kansas Constitution and the Kansas Interlocal Cooperation Act, K.S.A. 12-2901 *et seq.*, as amended (the “Act”), and is authorized to issue bonds or notes for the purpose of making loans to independent colleges and universities within its member cities to finance, refinance and reimburse the costs of educational facilities and working capital funds and related costs of such financings, said bonds or notes to be secured by a pledge of payments made to the Authority by the participating educational institutions; and

WHEREAS, the Authority has established a capital projects and working capital loan program (the “Program”) under which the Authority will issue its Educational Facilities Refunding and Improvement Revenue Bonds, Series 2011 (Newman University), in the aggregate principal amount not to exceed \$11,500,000 (the “Bonds”), for the purpose of providing funds to make a capital project loan (the “Loan”) to Newman University, Inc., a Kansas not-for-profit corporation (the “Institution”), the proceeds of which will be used (i) for refunding the Authority’s Educational Facilities Refunding Revenue Bonds, Series 2001 (Newman University), (ii) retiring certain existing indebtedness incurred for the construction, furnishing and equipping of the Dugan Library and Campus Center, (iii) renovating Merlini Hall (a residential dormitory), (iv) funding a bond reserve account and (v) paying a portion of the Costs of Issuance to be incurred in connection with the Series 2011 Bonds; and

WHEREAS, the governing body of the City of Wichita (the “City”) has conducted a public hearing following at least 14 days published notice, and finds and determines that it is necessary and desirable to approve the issuance of the Bonds by the Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Approval of Issuance of Bonds. The City hereby approves the issuance of the Bonds by the Authority.

Section 2. Execution of Agreements. The Mayor or Vice Mayor are hereby further authorized and directed to execute and deliver such documents, certificates and instruments for and on behalf of and as the act and deed of the City in substantially the form presented today

with such minor corrections or amendments thereto as the Mayor or Vice Mayor shall approve, which approval shall be evidenced by his execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and give effect to the purposes and intent of this Resolution. The City Clerk or any Deputy City Clerk of the City are hereby authorized and directed to attest the execution of such documents, certificates and instruments as may be necessary or desirable to carry out and give effect to the intent of this Resolution.

Section 3. Further Authority. The City shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Resolution, all as necessary to carry out and give effect to the transactions contemplated hereby and thereby.

Section 4. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the City.

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED by the Governing Body of the City of Wichita, Kansas this
1st day of March, 2011.

CITY OF WICHITA, KANSAS

[seal]

By _____
Carl Brewer, Mayor

ATTEST:

By _____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By _____
Gary E. Rebenstorf, City Attorney

EXCERPT OF MINUTES

The governing body of the City of Wichita, Kansas, met in regular session at the usual meeting place in the City on March 1, 2011, at 9:00 a.m., with the Mayor Carl Brewer presiding, and the following members of the governing body present:

and the following members absent:

Thereupon, and among other business, there was presented to the governing body a Resolution entitled:

A RESOLUTION APPROVING THE ISSUANCE BY THE KANSAS INDEPENDENT COLLEGE FINANCE AUTHORITY OF NOT TO EXCEED \$11,500,000 EDUCATIONAL FACILITIES REFUNDING AND IMPROVEMENT REVENUE BONDS (NEWMAN UNIVERSITY) FOR THE PURPOSES OF REFUNDING CERTAIN BONDS, RETIRING CERTAIN EXISTING INDEBTEDNESS, AND RENOVATING AN EXISTING STUDENT HOUSING FACILITY LOCATED ON THE CAMPUS OF NEWMAN UNIVERSITY.

Thereupon, the Resolution was considered and discussed; and on motion of _____, seconded by _____, the Resolution was adopted by a majority vote of all members present.

Thereupon, the Resolution having been adopted by a majority vote of the members of the governing body, it was given No. 11-_____, and was directed to be signed by the Mayor and attested by the City Clerk.

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I hereby certify that the foregoing is a true and correct Excerpt of Minutes of the March 1, 2011 meeting of the governing body of the City of Wichita, Kansas.

[seal]

Karen Sublett, City Clerk

City of Wichita
City Council Meeting
March 1, 2011

To: Mayor and City Council

Subject: Donation of fencing at W.B. Harrison Park (District II).

Initiated By: Department of Park and Recreation

Agenda: New Business

Recommendation: Approve the Memorandum of Understanding and accept the donation.

Background: Independent School has been leasing W.B. Harrison Park Baseball Diamond, located at 1300 South Webb Road, for practice and game use for eight years. The school has been maintaining the field and elevated mound during that time. Temporary PVC fencing has been installed and removed by the school with each baseball season. The temporary fencing has deteriorated and needs replacement.

On December 20, 2010, Independent School offered a donation to the Board of Park Commissioners to install permanent fencing and make improvement to the field at the W.B. Harrison Park Baseball Diamond. The Board of Park Commissioners unanimously approved the recommendation that the City Council accept the donation.

Analysis: Independent School will install 750 feet of six foot high commercial grade chain link fencing across the outfield, 75 feet down the outfield line and then drop to four foot height for better spectator viewing, leaving 15 foot gaps on both sides for easy access. Additional improvements will refurbish and enlarge the dugouts. The elevated mound will be moved back and grading will be improved. Estimated cost is \$10,000 to \$12,000, which will be paid for by Independent School.

Financial Consideration: The donation will have no impact on the Park Departments operating budget.

Goal Impact: The park improvements will enhance Quality of Life for the community and support a Vibrant Neighborhood.

Legal Consideration: The Memorandum of Understanding has been approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve the Memorandum of Understanding with Independent School and accept the donation.

Attachment: Memorandum of Understanding.



MEMO OF UNDERSTANDING

This Memo of Understanding is a Joint Agreement between the City of Wichita Department of Park and Recreation (herein referred to as “Park”) and The Independent School.

The following conditions are set forth in this Agreement:

1. RESPONSIBILITIES FOR THE INDEPENDENT SCHOOL:

- (a) The Independent School will install 750 feet of six foot high commercial grade chain link fencing across the outfield, 75 feet down the outfield line and then drop to four foot height for better spectator viewing, leaving 15 foot gaps on both sides for easy access, to be paid for by The Independent School.
- (b) The Independent School will provide Park a schedule of practice times and dates no later than February 1st of each year of the agreement.

2. RESPONSIBILITIES OF PARK AND RECREATION DEPARTMENT:

- (a) Provide The Independent School with a contract that includes dates and times for exclusive use of Harrison Park baseball field.
- (b) Contact Public Works to locate water and electrical lines prior to project start date.
- (c) Once the fence is properly installed, Park will maintain and repair the fence when necessary.

3. TERM

The term of this contract shall be from February 15, through June 30, each season for twelve (12) years. The contract is subject to cancellation by Park, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to The Independent School.

4. GOVERNING LAW

The parties agree that the law of the state of Kansas shall govern this letter of Understanding, and that any suit or cause of action by either party against the other shall be filed in the Eighteenth Judicial District of the State of Kansas.

4. COMPLETE AGREEMENT

The parties agree that this Letter of Understanding constitutes the entire agreement of the parties and that no prior agreement or representation, written or oral, shall be binding or of any force or effect. Further, this Letter of Understanding may not be amended, modified, altered or enlarged, except in writing signed by the duly authorized representatives of the parties hereto.

5. AGREEMENT BINDING

The parties agree that this Letter of Understanding shall be binding upon the successors and legal representatives of the parties hereto. Neither party shall assign any of their respective rights, obligations or interest in it

THE CITY OF WICHITA, KANSAS

The Wichita Independent School.

Robert Layton, City Manager

David Roberts
Independent School Athletic Director

Date

Date

DEPARTMENT OF PARK AND RECREATION

Douglas R. Kupper, CPRP, Director

Date

APPROVED AS TO FORM:

ATTEST:

Gary Rebenstorf, Director of Law

Karen Sublett, City Clerk

Date

Date

**City of Wichita
City Council Meeting
March 1, 2011**

TO: Mayor and City Council

SUBJECT: Wholesale Water Agreement - Rural Water District No. 8 (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the Wholesale Water Agreement.

Background: Rural Water District No. 8 (RWD 8) entered into a wholesale water purchase contract with the City of Wichita in 1981, under which the City provided all water used by RWD 8 customers. The contract is for a term of forty years, through 2021. RWD 8 has asked to revise its wholesale contract, to comply with federal statute concerning service areas of RWDs, remove restrictions on lot sizes and number of customers, and to be consistent with other, recent RWD wholesale water sales agreements (such as RWD 3 approved in December 2010).

Analysis: The service area of RWD 8 is located primarily in Butler County. RWD 8 uses its connection to the City's supply on a full-time basis.

Conditions specified in this contract include but are not limited to:

1. A 50% take or pay provision;
2. A schedule of projected maximum water use for the period of the contract;
3. The term of the new contract will be for 20 years (2011 through 2031).

Financial Considerations: The Department of Public Works & Utilities collected approximately \$67,000 from RWD 8 in 2010 based on consumption of 31.7 million gallons of water. Projections provided by RWD 8 indicate that its usage for 2011 will be 34.0 million gallons. Rates for water service will be based on the standard inclining block rates for wholesale customers. Assuming all water is sold at the lowest Block 1 rate, RWD 8 volume charges would be \$52,000 in 2011. Based on the take-or-pay provision, the City would be guaranteed at least half that amount (\$26,000).

Goal Impact: This project addresses the Economic Development/Affordable Living goal by partnering with economic development and affordable living stakeholders.

Legal Considerations: The agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Wholesale Water Agreement and authorize the necessary signatures.

Attachments: Rural Water District No. 8 Wholesale Water Sales Agreement.

WHOLESALE WATER SALES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2010, by and between:

THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, hereinafter referred to as “Wichita”;
and

RURAL WATER DISTRICT NO. 8 OF BUTLER COUNTY, KANSAS, hereinafter referred to as
“District.”

WITNESSETH:

WHEREAS, Wichita and the District have hereto entered into a Water Purchase Contract dated January 6, 1981, and Contract Amendment dated September 1, 1996, whereby the District has connected to and has the right to receive water from Wichita as a source of water supply, and the parties desire to enter into a new agreement that provides for the purchase of water from Wichita for the next twenty (20) years with an option for an additional ten (10) year term; and

WHEREAS, Wichita owns and operates the Wichita Water Utilities, which produces and adequate supply of water from both surface and groundwater sources; and

WHEREAS, the water produced by Wichita has been approved by the Kansas Department of Health and Environment for domestic use; and

WHEREAS, the District has constructed, operates and maintains a system of water mains and distribution lines in Butler County in an area in the vicinity of Wichita; and

WHEREAS, it is the intent and purpose of this Agreement for Wichita to provide a supply of potable water in sufficient quantities to the District to meet the needs of the District’s current and future customers;

NOW THEREFORE, in view of the premises aforesaid and in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

Article 1

Permission to Connect and Right to Receive Water Services

1.1 Wichita hereby grants permission to the District to maintain and improve its current connection to the water distribution system of the Wichita water system.

1.2 Wichita hereby grants permission to the District to purchase and receive potable water on a wholesale basis from the Wichita water system for distribution to its present and future customers under the terms in this Agreement.

Article 2

Water Metering and Flow

2.1 All water sold to the District hereunder shall be measured by the master meter(s) installed in the meter vault(s) at each point of connection. Ownership of such vaults, meters, valves and other equipment located therein shall remain with Wichita.

2.2 Any changes, modifications or additions to said vault and contents shall be approved in advance by Wichita and paid for and constructed or altered as necessary by District. The District may connect to and receive data from any flow control or monitoring devices installed by Wichita within said

vault, or may install and receive data from flow control or monitoring devices installed by the District at the District's expense; provided that any such device shall be approved by the Wichita.

2.3 Wichita shall have the right at any time to test the master meters. If the district requests a meter test, the test shall be conducted by Wichita at District's expense. If upon such examination and test conducted in the presence of a representative of District a meter is found to be inaccurate according to the standards of the American Water Works Association, the meter will be repaired or another meter will be substituted therefore and the water bill for the immediately preceding billing period will be adjusted to include a credit for the meter test charge. Whenever Wichita finds the meter to be malfunctioning, an adjustment of charges for the immediately preceding billing period shall be made by averaging the water used for the corresponding billing period for each of the three prior years or, if such records are not extant, the best practical alternative for determining the estimate shall be used.

2.4 In the event it is necessary for Wichita to temporarily stop the flow of water into District's lines due to the need of District to make repairs to such lines, authorized representatives of District shall be permitted to shut off the water supply by use of the valve located outside of the meter vault. In the event that such discontinuance of service is necessary, District shall promptly notify Wichita that the water supply was discontinued and the purpose of such discontinuance and purpose of such discontinuance. Whenever possible, advance notice of such discontinuance shall be given to Wichita.

Article 3

Liability for Pressure

3.1 Wichita does not guarantee to maintain any specific pressure on its water supply line. Wichita will make a reasonable effort to maintain at least the minimum pressure required by State and/or Federal regulations at the point(s) of connection.

3.2 Wichita agrees to make a reasonable effort to deliver to the point(s) of connection water quality that meets State and Federal regulations.

Article 4

Covenant to Purchase Water and Terms of Purchase

4.1 District agrees to take and pay for or to pay for as tendered, 50% of the projected water usage for each year of this Agreement, as defined in the Schedule of Projected Water Usage (the "Usage Schedule") which appears as Attachment 1 to this Agreement. This obligation shall be unconditional throughout the duration of this Agreement. Parties agree the District may request a modification of this usage rate during the term of this Agreement and Wichita agrees to renegotiate such modification in good faith.

Wichita agrees to furnish and sell to District a quantity of potable water equal to 100% of projected water usage for each year of this Agreement as defined in the Usage Schedule. The 100% demand level projected on an annual basis over the 20 (twenty) year life of the Agreement shall be as defined in the Usage Schedule.

It is anticipated that the supply needs of District will not exceed the amounts shown in the Usage Schedule. If water consumption in any one year exceeds 115% of the level as defined in the Usage Schedule for such year, there shall be a 10% surcharge paid by District to Wichita on that portion of overall water consumption above the 115% level. For each year thereafter with respect to which the parties have not reached agreement on a revised Usage Schedule and during which overall consumption exceeds 100% of the level established by the Usage Schedule, a surcharge of 10% shall be paid by District to Wichita on that portion of overall consumption in excess of the yearly allowable limits as stated in the Usage Schedule. Surcharges payable hereunder shall be calculated on the basis of the average volume rate charged to the District in the year in which the excess occurred.

District's annual water use shall in no circumstance exceed the levels specified in the Usage Schedule. If these annual limits are exceeded, Wichita is authorized under the terms of this Agreement to put into place flow restriction measures which will result in restriction of usage by the District in accordance with the volume limits as contained in the Usage Schedule.

4.2 Subject only to Articles 5 and 9 hereof of authorizing interruption or curtailment of water service in case of emergency or at the direction of a public health authority, Wichita agrees to furnish up to two and one-half (2 1/2) times the pro rata daily portion of the annual contract volume of water as defined in the Usage Schedule during any one day for applicable year of the Agreement.

4.3 If Wichita fails to furnish the daily volume of water it is obligated to furnish under this paragraph, the rate for purchase of water by District as set out in §8.1 for any such day Wichita fails to furnish such daily volume shall be reduced by ten percent (10%). This reduction in rates in on a per day basis such that a failure for one day shall result in a reduction in the rates only for water supplied on such day. The volume of water to which this reduction shall be applied shall be equal to the volume of water recorded for the billing period divided by the total number of days of service in the billing period multiplied by the total number of days during which Wichita fails to deliver the volume of water to District as specified in §4.2.

Article 5 Discontinuance of Water Service

5.1 Wichita may refuse to deliver water to the District if it is determined by the Kansas Department of Health and Environment, the Health Officer of the City of Wichita or the Health Officer of Sedgwick County that conditions exist which might lead to contamination of the public water supply, and may continue to refuse such deliver of water to District until such condition is remedied to the satisfaction of such officials or agencies and Wichita.

Article 6 Conditions of Water Service to Customers of District

6.1 District agrees to have in effect for all its customers a water conservation plan. Within six (6) months of the effective date of this Agreement, such conservation plan shall be submitted to and approved by Wichita. Future changes in such plan shall also be submitted to Wichita for approval. Such approval shall not be unreasonably withheld.

District further agrees it will review and incorporate to the extent possible and reasonable any changes Wichita makes to its program. District shall accomplish such modification within ninety (90) days of written notification by Wichita of such changes.

6.2 District agrees that all water service connections will be individually metered and billed no less frequently than bimonthly.

6.3 District agrees to institute for its customers any water restrictions imposed by Wichita on its customers within forty-eight (48) hours of written notice of promulgation of such restrictions from Wichita.

6.4 District agrees to adopt regulations recommending that any new plumbing fixtures be of a low water use type to the same extent as is required by the ordinances of Wichita, as they may from time to time be amended.

6.5 District agrees that any violation of the provisions of this Article 6 shall result in a surcharge on rates for water service from Wichita to District in the amount of 10% above the rates as outlined in Article 8 for as long as the said violations shall continue after Wichita has provided the District with written notice of any violation and provided a reasonable time to cure such violation.

Article 7
District Service Area

7.1 District agrees to provide water service only to customers within the Service Area defined by the boundaries described in Attachment 2 of this Agreement.

7.2 District agrees that it will not sell water to other incorporated cities, improvement districts, rural water districts or to other customers located outside of the Service Area as delineated in §7.1 of this Agreement without express written approval of Wichita.

7.3 In the event that the District violated the provision of §§7.1 or 7.2 concerning service outside of the defined Service Area, District shall have ten (10) days to correct such violation after receipt of written notice from Wichita of the existence of such violation. If the District fails to make such correction and eliminate any such violation, Wichita may discontinue water service to District. As an alternative to discontinuance of water service, Wichita may impose at the discretion of Wichita, and District agrees to pay, a surcharge of 100% on all water sold to District during the period of time such violation remains uncorrected.

7.4 The service area described herein is subject to renegotiation by the parties at any time after five (5) years have elapsed from the effective date of this Agreement. Renegotiation of the service area may be commenced by either party notifying the other party of its desire to renegotiate the service area at least forty-five (45) days in advance of the anniversary date of the five-year period. Either party reserved the right to refuse to agree to a service area change request.

Article 8
Emergency Restriction or Interruption of Service

8.1 The rate charged District for water service shall be in accordance with the rates established and amended from time to time for by Wichita for Wichita's wholesale water customers.

8.2 District shall be considered by Wichita as one customer for computation of water charges. The water volume charges for treated water shall be based on actual metered water consumption at the rate for wholesale service under the terms of applicable rates as provided in §8.1 of this Agreement.

8.3 District will be billed monthly at the rates established by the provisions of this Agreement and by Wichita ordinances. If said bill is not paid within twenty-five (25) days after Wichita mails said bill, interest will be charged and District agrees to pay such interest in accordance with the ordinances of Wichita, as the same may exist from time to time.

8.4 District will be required to adopt, and maintain in place throughout the term of this Agreement, a conservation base rate structure with graduated usage blocks similar in concept to the rate structure employed by Wichita for its retail customers.

Article 9
Emergency Restriction or Interruption of Service

9.1 Wichita hereby agrees to make reasonable efforts to provide adequate water service and pressure pursuant to the terms of this Agreement. However, it is understood and agreed by the parties hereto that the Wichita water supply might, by reason of unforeseen catastrophe or disaster (commonly called acts of God) or shortage of water, temporarily restricted or interrupted.

9.2 Restriction or interruption of service to the District under such conditions or as a result of pipeline failures shall not give rise to any claim on the part of District, or customers of District, against Wichita or its utility. In such cases, Wichita will make reasonable efforts to restore normal water service.

9.3 Wichita agrees that it will not restrict or interrupt water service to District pursuant to this Agreement by reason of a shortage of water unless service to Wichita's retail water customers is subject to similar limitations.

Article 10 Operation and Maintenance

10.1 District shall be fully responsible for the operation and maintenance of the water distribution system owned by District, except as otherwise provided herein, and District agrees to indemnify and hold Wichita harmless of and from any claim or legal action against Wichita or District arising from the operation of maintenance by District of water systems owned by District, or any part of extension thereof.

In the event that it is necessary to temporarily stop the flow of water into the District transmission system, an authorized representative of District shall be permitted to shut off the water supply by use of the valve located outside the meter vault. In the event that such discontinuance of service is necessary, District shall notify Wichita Water Utilities by contacting the Water Production and Pumping Superintendent or his/her authorized representative and specify the period of time the water supply will be discontinued before closing the valve. Likewise, District shall notify Wichita prior to reopening the valve.

In the event such discontinuance of service is initiated by Wichita, Wichita will likewise notify District.

10.2 Wichita agrees to install a 6" meter at the point of connection at the cost to the District.

Article 11 Agreement Tern and Renewal

11.1 The term of this Agreement shall be twenty (20) years. Upon mutual agreement between District and Wichita, this Agreement may be extended for one additional period of up to ten (10) years under the same terms and conditions as contained herein.

11.2 District shall notify Wichita before the end of the sixteenth (16th) year of this Agreement and the sixth (6th) year of any extension as to whether District wishes to extend this Agreement.

11.3 If Wichita and District fail to agree on an extension of this Agreement before the end of the seventeenth (17th) year of this Agreement, this Agreement shall terminate at the end of the twentieth (20th) year.

11.4 In the event this Agreement terminates, District shall disconnect its water distribution system from Wichita's pipeline connection no later than one (1) year following expiration of this Agreement. All water sold to District after this date shall be subject to a 100% surcharge above the rates as defined in Article 8.

11.5 In the event that this Agreement expires as provided in §11.3 above, the parties hereto agree that the provisions of this Agreement shall remain in full force and effect until District has actually disconnected from Wichita's water system and District has paid all amounts due Wichita under the terms of this Agreement or any amendments thereto.

Article 12 Notices and Mediation

12.1 All notices required to be given herein shall be in writing and shall be delivered in person or mailed by certified mail to the following addresses:

(a) All notices (including emergencies) to Wichita:

City Clerk
City Hall-7th Floor
455 North Main
Wichita, KS 67202

Director of Public Works & Utilities
455 North Main
Wichita, KS 67202
Phone: 316-2674431
Fax: 316-858-7761

(b) All notices to District

Office Manager
P.O. Box 39
1120 E. 111th St. S.
Mulvane, KS 67110

Chairman of the Board of Directors
P.O. Box 39
1120 E. 111th St. S.
Mulvane, KS 67110

12.2 In the event negotiation of any terms or conditions takes place between the parties as called for and defined in this Agreement, and if no agreement is reached as a result of such negotiation, the parties hereto agree to attempt mediation. Such mediation shall take place by appointment of an individual mediator chosen from a list of names to be submitted to both parties from the League of Kansas Municipalities or other such entity as may be mutually agreed upon by the parties hereto. Such mediation shall be undertaken by the parties hereto in good faith, but the same shall be non-binding.

Article 13 Cancellation of Emergency Agreement

13.1 The Emergency Water Supply Contract dated July 16, 1996, is hereby cancelled effective December 31, 2010.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be signed by their respective office duly authorized so to do on the dates set forth below.

THIS AGREEMENT SHALL BE EFFECTIVE on the date first above written and upon execution of each party hereto.

RURAL WATER DISTRICT No. 3

CITY OF WICHITA

_____, Board President

Carl Brewer, Mayor

ATTEST:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM

Ray Connell, RWD # 3 Attorney

Gary E. Rebenstorf, Director of Law

Attachments

1. Schedule of Projected Water Usage
2. District Service Area Boundaries (Legal Description)
3. District Service area Map

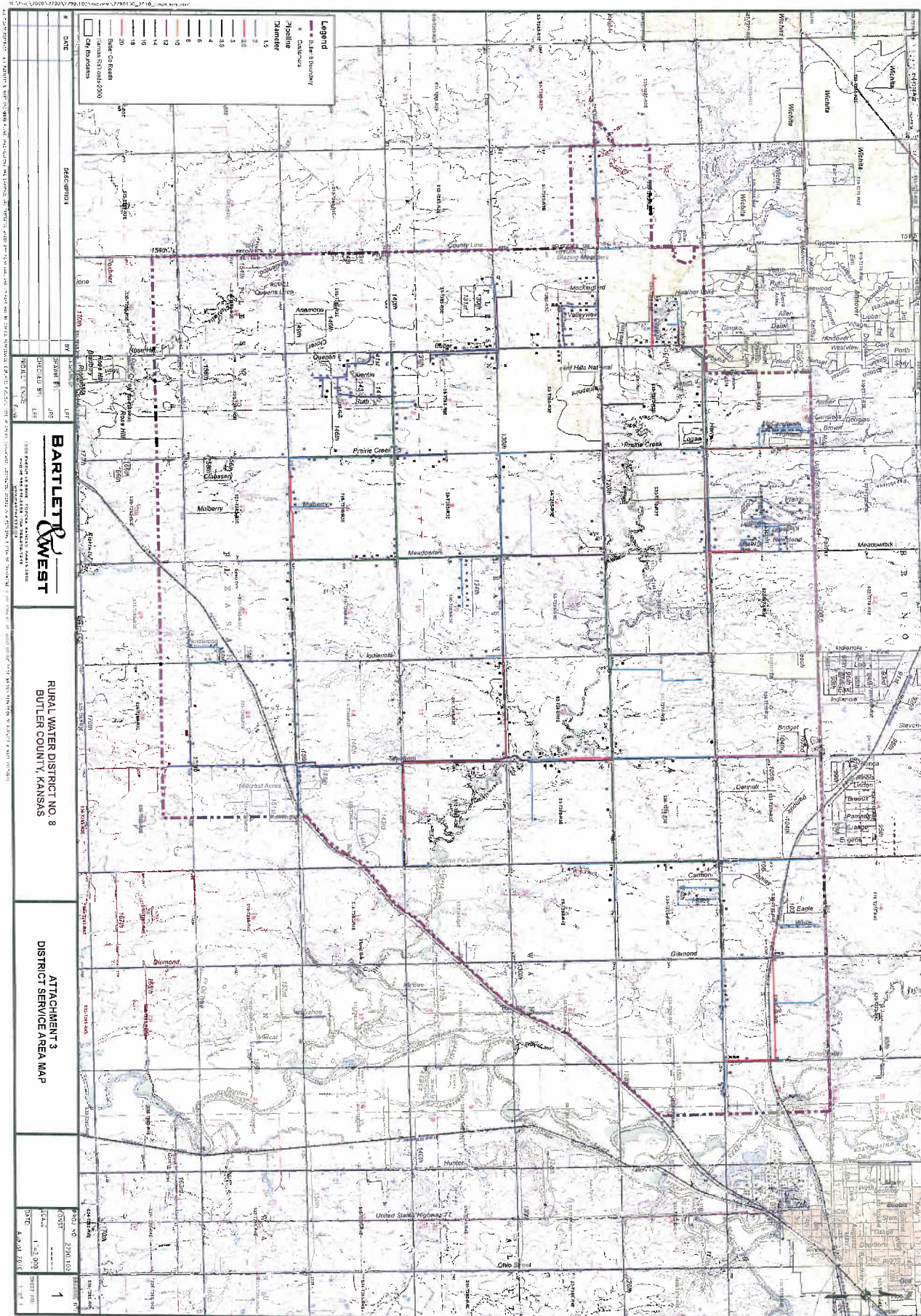
Attachment 1
Schedule of Projected Water Usage

Usage in gallons, 3% Annual Growth

<u>Year</u>	<u>Annual Use</u>	<u>Avg. Day</u>	<u>Peak Day</u>
2010	33,011,286	90,422	180,884
2011	34,001,624	93,155	186,310
2012	35,021,673	95,950	191,900
2013	36,072,323	98,828	197,657
2014	37,154,493	101,793	203,586
2015	38,269,128	104,847	209,694
2016	39,417,202	107,992	315.985
2017	50,599,718	111,232	222,464
2018	41,817,709	114,569	229,138
2019	43,072,240	118,006	236,012
2020	43,364,408	121,546	243,093
2021	45,695,340	125,193	250,385
2022	47,066,200	128.948	257,897
2023	48,478,186	132,817	265,634
2024	49,932,532	136,801	273,603
2025	51,430,508	140,906	281,811
2026	52,973,423	145,133	290,265
2027	54,562,625	149,487	298,973
2028	56,199,504	153,973	307,942
2029	57,885,489	158,590	317,181
2030	59,622,054	163,348	326,696
2031	61,410,716	168,249	336,497

Attachment 2

Beginning at a point located at the northwest corner of the northeast quarter of Section 28, Township 27 South, Range 4 East of the 6th P.M., said point being on the North line of said Section and approximately the centerline of the right of way of Highway 54; thence South along the one-half Section line of Section 28 and Section 33 to a point on the northwest right of way line of the Atchison, Topeka and Santa Fe Railroad; thence southwesterly along said right of way to a point where it intersect the North-South one-half Section line of Section 13, Township 28, South Range 3 East; thence South along the one-half Section line of Sections, 13, 24 and 25 to a point 1,320 feet South of the North Section line of Section 25; thence West along a line 1,320 feet South of and parallel to the North line of Sections 25, 25, 26, 27, 28, 29 and 39, to a point on the West line of Section 30 (Sedgwick-Butler County line); thence North along the Sedgwick-Butler County line to a point on the West line of Section 6, Township 28, South, Range 3 East, 1,320 feet South of the northwest corner of said Section 6; thence West along a line 1,320 feet South of and parallel of the North line of Section 1, Township 28, South, Range 2 East to a point on the West line of Section 1; thence North along the West line of Section 1 to the southeast corner of Section 35 Township 28 South, Range 2 East; thence West on the Section line 1372 feet; thence with an angle of 100 degrees to the right for a distance of 302 feet; thence with an angle of 18 degrees, 40 minutes to the right for a distance of 198 feet; thence with an angle of 20 degrees, 35 minutes to the right for a distance of 462 feet; thence with an angle to the left 48 degrees, 15 minutes for a distance of 326 feet; thence with an angle to the right of 79 degrees, 35 minutes for a distance of 104 feet; thence with an angle to the right of 4 degrees, 25 minutes for a distance of 535 feet; thence with an angle to the right of 96 degrees, 30 minutes for a distance of 322 feet; thence with an angle to the left of 95 degrees, 10 minutes for a distance of 251.45 feet to the east line of said Section; thence North to the northwest corner of the southwest quarter of Section 36, Township 27 South, Range 2 East; thence East along the one-half Section line of Section 36 and 31 to a point at the southwest corner of the northeast quarter of Section 31, Township 27, South, Range 3 East; thence North to a point that is 1,465 feet south of the northwest corner of said Section 31 and along the west line of said Section, thence bearing South 74 degrees 25 minutes East a distance of 360 feet, thence bearing North 68 degrees 20 minutes East a distance of 320 feet, thence bearing North 5 degrees 20 minutes West a distance of 710 feet, thence bearing North 27 degrees 40 minutes West a distance of 270 feet, thence bearing North 89 degrees 52 minutes 23 seconds West a distance of 451 feet to a point that is 496 feet south of the northwest corner of said Section 31; thence East along the North line of Sections 31 and 32 to a point at the northeast corner of the northwest one-quarter of the northwest one-quarter of Section 32; thence North to a point at the northwest corner of the northeast one-quarter of the northwest one-quarter of Section 29 (approximately centerline of Highway 54); thence East along the North line of Sections 29, 38, 27, 26, and 25 of Township 27 South, Range 3 East, and Sections 30, 29 and 28 Township 27 South, Range 4 East, to the point of beginning.



City of Wichita
City Council Meeting
March 1, 2011

TO: Mayor and City Council

SUBJECT: Tyler Improvement, between 21st Street and 29th Street (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the project.

Background: The Capital Improvement Program (CIP) adopted by the City Council includes funding to improve Tyler, between 21st Street and 29th Street. The District V Advisory Board held a neighborhood hearing for the project on December 6, 2010. The Board voted unanimously to recommend approval of a 3-lane option for the project.

Analysis: The proposed project will provide two through lanes on Tyler and a center two-way left turn lane, with drainage improvements and landscaped medians. A six foot wide sidewalk will be added on the east side of Tyler, and the available right-of-way will be landscaped. The existing sidewalk on the west side of Tyler will be kept where possible. Construction is planned to begin this summer and be completed by year-end, weather permitting. Complete closure of Tyler from south of Sterling Street to north of Meadow Knoll Street will be considered for an accelerated construction schedule and as a cost savings measure.

Financial Consideration: On August 24, 2010, the City Council approved \$58,000 for the preparation of design concepts. The Capital Improvement Program includes an additional \$4,200,000 to complete construction plans, acquire right-of-way and construct the project, for a total budget of \$4,258,000. The finding source is General Obligation bonds.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow through an important transportation corridor.

Legal Considerations: The Law Department has approved the amending ordinance as to legal form.

Recommendation/Action: It is recommended that the City Council approve the project, place the amending ordinance on first reading and authorize the signing of State/Federal agreements as required.

Attachments: Map, CIP sheet and amending ordinance.

Published in the Wichita Eagle on March 11, 2011

ORDINANCE NO. 48-954

AN ORDINANCE AMENDING ORDINANCE NO. **48-815** OF THE CITY OF WICHITA, KANSAS DECLARING **TYLER, BETWEEN 21ST STREET NORTH AND 29TH STREET NORTH (472-84921)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF THE SAME.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. SECTION 2 of Ordinance **48-815** is hereby amended to read as follows:

“SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **Tyler, between 21st Street North and 29th Street North (472-84921)** as a main trafficway in the following particulars:

The design, relocation of utilities, installation of landscaping and construction of a roadway as necessary for a major traffic facility.”

SECTION 2. SECTION 3 of Ordinance No. **48-815** is hereby amended to read as follows:

“SECTION 3. The cost of the construction of the above described improvements is estimated to be **Four Million Two Hundred Fifty-Eight Thousand Dollars (\$4,258,000)** exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.”

SECTION 3. The Original SECTIONS 2 and 3 of Ordinance No. **48-815** are hereby repealed.

SECTION 4. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 8th day of March, 2011.

Carl Brewer, Mayor


ATTEST:

Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM:

Gary E. Rebenstorf
Director of Law

An aerial photograph of a residential area, split vertically by a yellow line. The left side shows a dense residential development with many small houses and winding streets. The right side shows a similar but less dense area with more open space and larger lots. A yellow vertical line runs down the center. Labels for '29th', '21st', and 'Tyler Rd' are overlaid on the image.

29th

29th

Tyler Rd

21st

21st

PROJECT AUTHORIZATION

CITY OF WICHITA

To Initiate Project	
To Revise Project	X

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department Public Works & Utilities	2. Initiating Division Eng & Arch	3. Date 2/8/2011	4. Project Description & Location Tyler, 21st - 29th	
5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year) 2011	8. Approved by WCC Date	
MS-				
9. Estimated Start Date	10. Estimated Completion Date		11. Project Revised	
As Required	As Required			
12. Project Cost Estimate				
ITEM	GO	KDOT	*	TOTAL
Right of Way				
Paving, grading & const.	\$4,258,000			\$4,258,000
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Traffic Signals				
Totals	\$4,258,000			\$4,258,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

Platting Required

Lot Split

Petition

Ordered by WCC

Yes



No

X

Remarks:

472-84921

13. Recommendation: Approve the project and place the amending ordinance on 1st reading

Division Head 	Department Head 	Budget Officer	City Manager
		Date	Date

City of Wichita
City Council Meeting
March 1, 2010

TO: Mayor and City Council

SUBJECT: CON2010-00008 – Request to change the City Council hearing date from April 12, 2011, to April 5, 2011, for CON2010-00008, which is an application to allow a Wrecking/Salvage Yard on property located at the southwest corner of 29th Street North and Mead Street. (District VI)

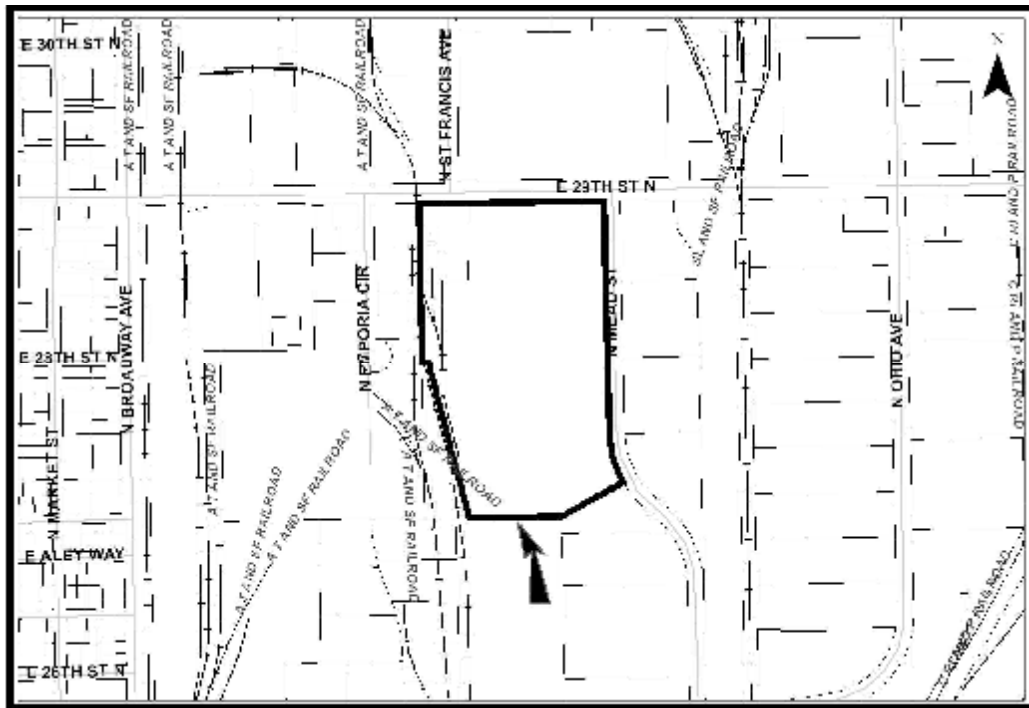
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendations: None

MAPD Staff Recommendations: Approve the applicant's request to change the City Council hearing date from April 12, 2011, to April 5, 2011.

DAB VI Recommendation: None



Background: The applicant is requesting the hearing date for CON2010-00008 of April 12, 2011, established by the City Council at the Council's meeting of February 8, 2011, be moved to April 5, 2011. On February 8, 2011, the Wichita City Council was scheduled to hear Conditional Use 2010-00008, a request to permit a wrecking and salvage yard on property located at the southwest corner of 29th Street and Mead. At the February 8, 2011, City Council meeting, the applicant requested the City Council to defer action until April 12, 2011. The deferral was requested as there were only six Council members present and the application has received a greater than twenty percent protest triggering the requirement of six affirmative votes to approve the request. The City Council granted the deferral request.

On February 10, 2011, staff received a request from the applicant's agent indicating that they had mistakenly requested the April 12, 2011, thinking that date was the last date the current City Council would have to act on this application. Later, when the applicant realized that City Council elections are scheduled for April 5, 2011, instead of April 12th, they submitted this request to move the hearing date back one week to April 5, 2011. It was, and is, the applicant's intention to have the current City Council members who are most familiar with the case to take final action on this application rather than a City Council with newly elected members who would have little if any familiarity with the case's history. Therefore, the applicant is requested the hearing date be moved from April 12, 2011, to April 5, 2011.

Analysis: This application has had an unusually complicated history. The case has been heard ten different times at various District Advisory Board, Metropolitan Area Planning Commission and City Council meetings. At the various meetings, extensive testimony has been provided. In response to the testimony, the applicant has modified the original proposal. In comparison to a City Council with new members, current City Council members are in the best position to be fully knowledgeable of the nuances, facts and circumstances surrounding this application. After elections, it has been tradition for the Council to limit agenda items to non-controversial agenda items; therefore, it is possible that the new Council would want to defer action on April 12th, which would further delay reaching a decision on this application. This application was filed on February 8, 2010.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality and Affordable Living.

Legal Considerations: The City Council established the April 12, 2011, hearing date in a public meeting; therefore, City Council action to change that date is appropriate.

Recommendation/Actions: 1) Approve the applicant's request to change the City Council hearing date from April 12, 2011, to April 5, 2011, or 2) Deny the applicant's request to change the City Council hearing date from April 12, 2011, to April 5, 2011.

Attachments: E-mail

Miller, Dale

From: Annie T. Best [abest@kmazlaw.com]
Sent: Friday, February 11, 2011 4:03 PM
To: Miller, Dale
Subject: 2901 N. Mead Street

Mr. Miller:

I am directing this to you since you signed the notice of the deferral date. I had suggested April 12th not realizing that was the date the new Council would be installed. I had thought the election would be held that second Tuesday of the month, as is the case with national elections and now understand that the new Council will actually be installed on April 12.

I believe our hearing needs to be scheduled April 5th, one week earlier, so that the Council which is very familiar with this matter will decide the same. It would be very difficult and unfair to all to bring new council members up to speed on a matter that has had this many hearings and has significantly changed since its initial filing.

Can you provide some guidance on this?
Robert W. Kaplan

via Annie Best
Assistant to Robert W. Kaplan
Klenda, Mitchell, Austerman & Zuercher, LLC
301 N. Main Street, Suite 1600
Wichita, KS 67202
(316) 267-0331
Annie Best
Assistant to Robert W. Kaplan
Klenda, Mitchell, Austerman & Zuercher, LLC
301 N. Main Street, Suite 1600
Wichita, KS 67202
(316) 267-0331

City of Wichita
City Council Meeting
March 1, 2011

TO: Mayor and City Council

SUBJECT: ZON2009-00032 – Extension of time to complete the platting requirement for a zone change request from B Multi-family Residential (“B”) to GC General Commercial (“GC”) with a Protective Overlay (“PO”); generally located west of Broadway Avenue and south of 29th Street North. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPD Staff Recommendation: Approve a one-year extension of the platting deadline to March 1, 2012.



Background: On December 8, 2009, the City Council approved the zone change from B Multi-family Residential (“B”) to GC (General Commercial (“GC”) with a Protective Overlay (“PO”) subject to the condition of platting the property within one year. As the attached letter indicates, the applicant is not ready to develop or begin platting since the property is under contract for sale. The applicant requests a one year platting extension to March 1, 2012.

Analysis: Staff recommends that an extension of time to complete platting requirements be granted. The City Council may deny the request for an extension of time to complete platting; however, denying the extension would declare the zone change null and void and would require reapplication and rehearing if the property owner still desired a zone change.

Financial Considerations: None.

Goal Impact: This platting extension will promote the goal of Economic Vitality and Affordable Living.

Legal Considerations: No legal documents are required to enact the granting of the platting extension. The granting of a platting extension is indicated via letter to the applicant noting the extended platting deadline as granted by the City Council.

Recommendation/Actions:

1. Approve an extension of the platting deadline to March 1, 2012.



February 1, 2011

MAPD
City Hall, 10th Floor
455 N. Main
Wichita, KS 67202

Re.: Zoning Case ZON2009-00032

Dear Sir / Madam,

On behalf of my client, I am requesting a 1 year platting extension associated with the referenced zoning case. The property is under contract and the sale will affect the plat. We will know by the end of September about the sale.

Thank you for considering our request. Please contact me if you want to discuss the project.

Sincerely,
K.E. Miller Engineering, P.A.

Kirk E. Miller, President

516 S MARKET
WICHITA, KS 67202
(316) 264-2242
FAX 264-3327
www.kemiller.com



February 1, 2011

MAPD
City Hall, 10th Floor
455 N. Main
Wichita, KS 67202

Re.: Zoning Case ZON2009-00032

Dear Sir / Madam,

On behalf of my client, I am requesting a 1 year platting extension associated with the referenced zoning case. The property is under contract and the sale will affect the plat. We will know by the end of September about the sale.

Thank you for considering our request. Please contact me if you want to discuss the project.

Sincerely,
K.E. Miller Engineering, P.A.

Kirk E. Miller, President

516 S MARKET
WICHITA, KS 67202
(316) 264-0242
FAX 264-0927
www.kemiller.com

City of Wichita
City Council Meeting
March 1, 2011

TO: Mayor and City Council

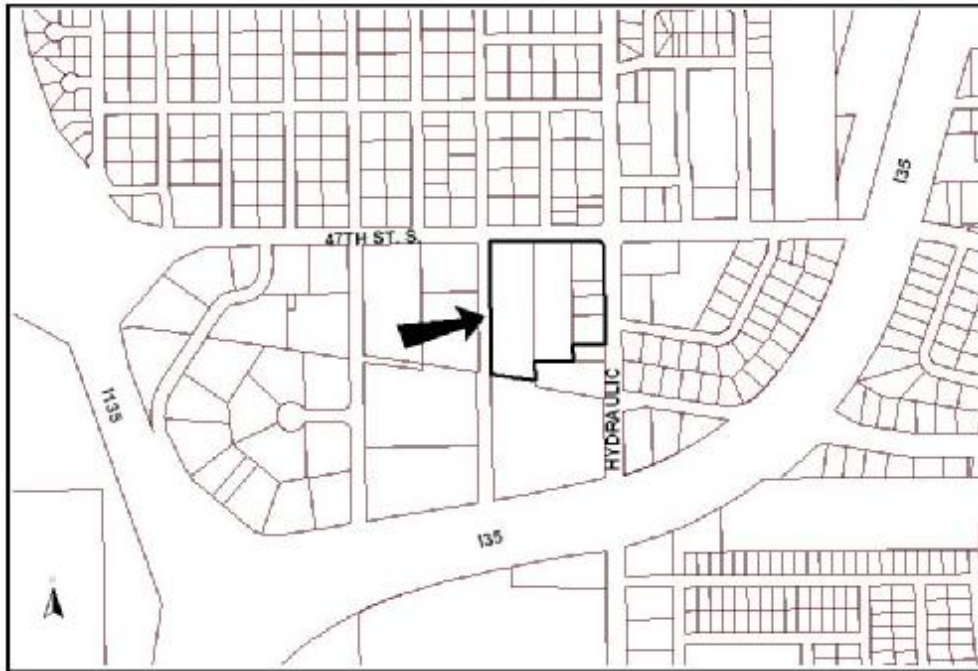
SUBJECT: SUB2008-00087 -- Plat of Funston Addition located on the southwest corner of Hydraulic and 47th Street South. (District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-0)



Background: The site, consisting of five lots on 8.49 acres, is located within Wichita's city limits and is zoned SF-5 Single-family Residential. A zone change (ZON 2008-00052) has been approved to GC General Commercial. The site is subject to the Funston Addition Community Unit Plan (CUP2008-00040/DP-315). The applicant has submitted a Notice of Community Unit Plan.

Analysis: Water services are available to serve the site. The applicant has submitted a 100 percent Petition and a Certificate of Petition for sanitary sewer improvements. The applicant has submitted a Restrictive Covenant to provide for joint access and cross-lot circulation. The applicant has submitted a Drive Approach Closure Certificate regarding the driveways required to be closed by access control, which are being dedicated by the plat.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Financial Considerations: There are no financial considerations associated with the plat.

Goal Impact: Approval of the plat will Ensure Efficient Infrastructure through the integration of streets, utilities and other public facilities.

Legal Considerations: The Notice of Community Unit Plan, Certificate of Petition, Restrictive Covenant and Drive Approach Closure Certificate have been approved as to form by the City's Law Department and will be recorded by the Register of Deeds.

The Ordinance has been approved as to form by the City's Law Department.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures, adopt the Resolution and place the Ordinance on first reading.

Attachments: Notice of Community Unit Plan
Certificate of Petitions
Drive Approach Closure Certificate
Restrictive Covenant
Ordinance
Resolution

Published in The Wichita Eagle on March 11, 2011

ORDINANCE NO. 48-955

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

**BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.**

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON 2008-00052

Zone change request from SF-5 Single-family Residential to GC General Commercial, on property described as:

Lots 1 through 5, Block 1, Funston Addition, Wichita, Sedgwick County, Kansas.

Generally located on the southwest corner of Hydraulic and 47th Street South.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 8th day of March, 2011.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

First Published in the Wichita Eagle on March 4, 2011

RESOLUTION NO. 11-028

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 36, MAIN 2, SOUTHWEST INTERCEPTOR SEWER (SOUTH OF 47TH ST. SOUTH, WEST OF HYDRAULIC) 468-84704 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF LATERAL 36, MAIN 2, SOUTHWEST INTERCEPTOR SEWER (SOUTH OF 47TH ST. SOUTH, WEST OF HYDRAULIC) 468-84704 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 36, Main 2, Southwest Interceptor Sewer (south of 47th St. South, west of Hydraulic) 468-84704.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Twenty-Five Thousand Dollars (\$25,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after November 1, 2010, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

FUNSTON ADDITION
Lots 2 through 3, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lot 2, Block 1, FUNSTON ADDITION, shall pay 1/2 of said costs of the improvement; Lot 3, Block 1, FUNSTON ADDITION, shall pay 1/2 of said costs of the improvement.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6 That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 1st day of March, 2011.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF,
DIRECTOR OF LAW

NOTICE OF COMMUNITY UNIT PLAN

THIS NOTICE made this 17TH day of August, 2010, by the undersigned, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant, is the owner of the real property located in Wichita, Sedgwick County, Kansas, more fully described as Lots 1-5, Block 1, Funston Addition, Wichita, Sedgwick County, Kansas, and;

WHEREAS, Declarant wishes to declare that the afore-described property has zoning restrictions on the property.

NOW, THEREFORE, the Declarant hereby gives notice that the approved Community Unit Plan (Funston Addition, # DP-315), on file with the Wichita-Sedgwick County Metropolitan Area Planning Department, has placed restrictions on the uses and requirements on the development of the above-described property.

EXECUTED the day and year first written above by:

Southfork Investment, LLC

Signed:

Print:

Title:

J. S. Maxwell
JAY S. MAXWELL
MANAGING MEMBER

STATE OF KANSAS)

) SS

COUNTY OF SEDGWICK)

BE IT REMEMBERED, That on this 17th day of August, 2010, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Jay E Maxwell Managing Member Southfork Investment, LLC, personally known to me and he/she has executed this instrument of writing on the date above first written.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Koni Foster

Notary Public

My Commission Expires: July 24, 2014



APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

CERTIFICATE OF PETITION

STATE OF KANSAS)
)SS
COUNTY OF SEDGWICK)

I, the undersigned owner of the following described real property:

Lot 2 and Lot 3, Block 1, Funston Addition, Wichita,
Sedgwick County, Kansas;

do hereby certify that a petition for the following improvements has been submitted to the City Council of
the City of Wichita, Kansas

1. Sanitary Sewer Improvements

As a result of the above-mentioned petition for improvements, all lots or portions thereof within the above
described real property may be subject to special assessments assessed thereto for the cost of constructing
the above described improvements.

Executed this 17th day of August, 2010

Southfork Investment, LLC

Signed: [Signature]
Print: Jay E. Maxwell
Title: Managing Member

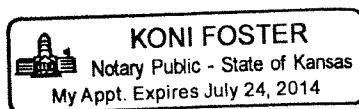
STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

BE IT REMEMBERED, That on this 17th day of August, 2010, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Jay E Maxwell Managing Member, Southfork Investment, LLC, personally known to me and he/she has executed this instrument of writing on the date above first written.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Koni Foster
Notary Public

My Commission Expires: July 24, 2014



APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

DRIVE APPROACH CLOSURE CERTIFICATE

Sedgwick County)
) SS
State of Kansas)

Southfork Investment, LLC, owner of that certain real property to be known as Funston Addition, Wichita, Sedgwick County, Kansas, is in the process of platting said property, and does hereby acknowledge that in accordance with the requirements of the subdivision process as set forth by the City of Wichita, any existing drive approaches on 47th Street South and Hydraulic Avenue from said Addition shall be closed.

This is to place on notice the owner of the above-described property and subsequent owners thereof that, as a result of the above-cited platting requirements, said owner and subsequent owners thereof are responsible for seeing that such drive approach or approaches are removed and closed per City of Wichita's specifications for such work, and that sufficient guaranty of such closure(s), in a form acceptable to the City of Wichita (e.g. – bond, cash, letter of credit, etc.) and/or acknowledgement that the City of Wichita may withhold the issuance of an occupancy permit for any future building construction, will be a pre-condition of the issuance of any future building permit for all development on the above-described property.

IN WITNESS WHEREOF, the Owners has caused this indenture to be signed by its duly authorized officer and the corporate seal affixed hereto, all on the day and year first above written.

Southfork Investment, LLC

Signed: _____

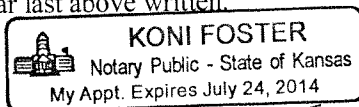
Print: JAY S. MAXWELL

Title: MANAGING MEMBER

STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

BE IT REMEMBERED, That on this 24th day of January, 2011, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Jay Maxwell, Managing Member, Southfork Investment, LLC, personally known to me and he/she has executed this instrument of writing on the date above first written.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.



Koni Foster
Notary Public

My Commission Expires: July 24, 2014

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

RESTRICTIVE COVENANT

THIS COVENANT made 17TH day of August, 2010, by Southfork Investment, LLC, ("Declarant").

WHEREAS Declarant is the owner of the following described real property:

Lots 1 through 5, inclusively, Block 1, Funston Addition, Wichita, Sedgwick County, Kansas

And,

WHEREAS, the above described Lots are contiguous to and lie directly adjacent to each other; and,

WHEREAS, Declarant desires to provide a perpetual cross lot access easement over and across the above described real property.

NOW THEREFORE, in consideration of the premises and the covenants contain herein, Declarant hereby declares the following:

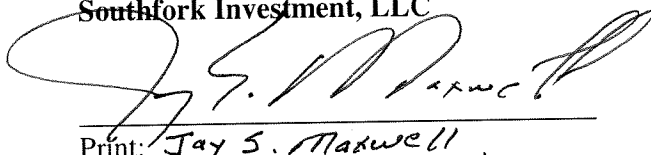
1. That cross lot access and cross parking is allowed over and across the above-described real property for the benefit of Declarant and its assignees, invitees, agents, etc.
2. That each individual lot owner shall provide his/her own maintenance of parking and access drives within his or her own property and that the drives and parking be maintained in a Class A manner.
3. That the drives, drive isles and parking locations may from time to time be relocated; however relocation of drives and parking shall not done to the detriment of any other owner bound by this covenant.
4. That the joint access easement as designated on the plat shall be to the benefit of the owner of Lot 4. Initial construction shall be done by either/or the owners of Lots 1, 2 and 4 at the time any of those lots are developed and the cost of said construction shall be shared equally; however, should the drive be constructed initially by the owners of either Lot 1, 2, or 4 then the 1/3 of the cost borne by the lot triggering said construction of the access easement shall be reimbursed by the owner(s) of the undeveloped lot at the time

his or her lot is developed to the owner who was burdened by the initial cost of construction.

5. The location of the joint access easement as shown on the plat can be relocated if needed in accordance with the city's subdivision policy.
6. Maintenance of the joint access easement shall be shared equally between the owners of Lots 1, 2, and 4.
7. That each owner shall meet the parking requirements for his or her respective development and/or use.
8. That the subject lots may drain over and across each other as necessary in accordance with the drainage plan on file with the City of Wichita public works.
9. That each owner shall maintain general liability insurance for his or her respective property in an amount not less than \$250,000.

EXECUTED on this date first above written.

Southfork Investment, LLC



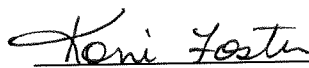
Print: Jay S. Maxwell

Title: Managing Member

STATE OF KANSAS)
COUNTY OF SEDGWICK)ss

BE IT REMEMBERED, that on this 17th day of August 2010, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay E. Maxwell Managing Member, Southfork Investment, LLC, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Notary Public

My Commission Expires July 24, 2014

APPROVED AS TO FORM:



Gary E. Rebenstorf,
Director of Law

City of Wichita
City Council Meeting
March 1, 2011

TO: Wichita Airport Authority

SUBJECT: Cooper Crouse-Hinds Airfield Lighting Control System Maintenance Support Quote

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Accept the quote for the standard maintenance support with Cooper Crouse-Hinds on a sole source basis and approve the budget transfers.

Background: The runways and taxiways on Mid-Continent Airport are equipped with a highly complex airfield lighting control system that complies with Federal Aviation Administration (FAA) regulations. The system includes runway and taxiway edge lights, runway centerline lights, runway warning lights, lighted airfield signage and a computer based touch screen control system located in the Airfield Vault, FAA Air Traffic Control Tower and Airport facility maintenance control room. This system must have a high reliability factor in order for uninterrupted aircraft operations to take place at Mid-Continent Airport at night and in low visibility weather conditions.

Analysis: The airfield lighting control system has been covered by a continuous maintenance support arrangement which was acquired as part of an FAA funded airfield capital project. That arrangement has expired and needs to be replaced with a standard maintenance support quote to ensure that this critical system stays fully operational with a high degree of reliability. The new quote includes on-site preventive maintenance visits, recurrent on-site training for Airport staff, technical support via telephone, remote on-line access by the support vendor technicians for troubleshooting, and new release software upgrades. The airfield lighting control system is a proprietary system for which only Cooper Crouse-Hinds can provide support services.

Financial Considerations: The proposed quote from Cooper Crouse-Hinds is for two years at a total cost of \$52,785. Since previous maintenance services by Cooper Crouse-Hinds have been provided as warranty work within capital projects, the cost of that work was not broken-out for prior years. This will be the first direct maintenance contract for this type of service. Funding for this quote was not included in the adopted budget because it has traditionally been included in a capital project as a warranty item, and no appropriate capital airfield projects are anticipated during the next two years. The adopted operating budget contains sufficient funding for this quote on an annual basis although budget transfers are needed. The budget transfers will re-allocate funding from Jabara Airport maintenance line items that are not expected to be fully needed to Mid-Continent Airport contractual budget line items.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through the maintenance of Airport systems needed for on-going operations.

Legal Considerations: City Code section 2.64.020 allows sole source procurement when items are available only from one vendor or, such as here, from the original manufacturer.

Recommendations/Actions: It is recommended that the Wichita Airport Authority accept the quote, authorize the selection of Cooper Crouse-Hinds as the vendor, approve any necessary budget transfers and authorize the necessary signatures.

Attachments: Quote.

Customer Quotation

Cooper Crouse-Hinds, LLC
Airport Lighting
1200 Kennedy Road
Windsor, CT 06095
Phone: (860) 683-4300
Fax: (860) 683-4354
www.chalp.com

Sold-to address

WICHITA AIRPORT AUTHORITY
WICHITA MID CONTINENT AIRPORT
2173 AIR CARGO ROAD
WICHITA KS 67209-1958
US

Ship-to address

WICHITA AIRPORT AUTHORITY
WICHITA MID CONTINENT AIRPORT
2173 AIR CARGO ROAD
WICHITA KS 67209-1958
US

Incoterms: Pre-Paid FOB PLANT
Payment Terms: Net 30 Days

Page 1 of 1

Quotation Number Date
20666378 2/16/2011
Cust. purchase order no. Cust. no.
ALCMS Maintenance 12238
Prepared By
Susan M Flanagan
Validity period
to 3/1/2011
Project Number
SUSAN FLANAGAN
Project Name
ICT
Sales Representative
900000011 / MWRSR JIM TAYLOR
Customer Service Contact
CSR SUSAN FLANAGAN

This document incorporates the referenced services in the attached quote request for Standard Maintenance Support Agreement for Crouse-Hinds Airport Lighting Control Systems .

Item	Quantity	UOM	Description	Material No	Price	Ext. Value
Cust.item Catalog Number						
Cust.Material Number						
20	1	EA	ALCMS STANDARD MAINT. SUPPORT 2 YEAR OPTION	11941991	52,785.00	52,785.00
Product Subtotal						52,785.00
Final amount in USD						52,785.00

Standard Maintenance Support Agreement for Airport Lighting Control Systems

- 1. One on site visit per year to do preventative maintenance on agreed to equipment and two days of training for airport personnel which will coincide with a preventative maintenance trip. The airport may specify the training topic(s).**
- 2. Unlimited technical phone support will be provided during normal office hours with customer provided remote access to Digitrac system computer.**
- 3. Provide newly released software upgrades for the operating software that will enhance the overall performance of the system. Installation is free when coupled with a planned visit.**
- 4. 7X24 hour hot line availability for technical assistance and dispatch of personnel. Requests for technical support people onsite will be treated as a priority request over those requests for service at sites where no service contract is in effect.**
- 5. Technical support people will be available for on-site work with customer charged for time, travel expenses, and materials. Standard 2011 rate for on-site technical support is \$2,100/day plus travel time and expense.**

END-OF-LIFE NOTIFICATION:

Crouse-Hinds shall notify the Customer a minimum of ninety (90) days in advance of its decision to terminate the production or availability of any products provided under this contract. All new products for consideration by the Customer shall be forwarded as a notification package which shall include a product overview and technical specifications. End of Life Notification shall include: Effected materials with part number(s), new part number(s), last date to order, last date of delivery, and the reason the product has reached obsolescence. Products discontinued through this End of Life Notification process will cease to be provided by Crouse-Hinds under this contract. New replacement products required due to this End of Life Notification will be available for purchase by the Customer.

Please initial beside the option you accept and then sign off on the acceptance line:

_____ 2 year option for ALCMS Standard Maintenance Support for total cost of \$52,785.00 to be paid quarterly in advance.

WICHITA AIRPORT AUTHORITY

By _____

**CITY OF WICHITA
City Council Meeting
March 1, 2011**

TO: Wichita Airport Authority

SUBJECT: Supplemental Agreement No. 5
AECOM Program Management Services

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve Supplemental Agreement No. 5.

Background: A contract with AECOM to provide Program Management Services for the Air Capital Terminal 3 (ACT 3) Project and related projects was approved by the Wichita Airport Authority (WAA) on June 7, 2005.

Analysis: The original contract period ran for 60 months (from July 11, 2005 through July 11, 2010). The contract was extended in Supplemental Agreement No. 3 during the initial financial review, and it is necessary to further extend AECOM's contract while the terminal project's final financial analysis is under consideration, and to provide services with other ongoing projects. During this period, AECOM will continue to address issues that arise from the Design Team, Federal Aviation Administration (FAA), Transportation Security Administration (TSA), City staff, tenants, and other project stakeholders as the plans and specifications are finalized, and to provide assistance during the bidding phase. It is essential that the core Program Management team members remain on the project to provide support services so that once the decision is made to move forward with the project, the institutional knowledge of the team can continue, and bidding can occur without further delay. Some of the specific tasks that AECOM will accomplish for the Airport prior to the bidding of the new terminal include the following items:

- Consultation with airlines, FAA, concessionaires, rental car agencies, TSA, and other stakeholders and tenants
- Maintain relationships with potential prime contractors, subcontractors, and suppliers to continue interest in bidding on the variety of projects
- Communication and relationship building with local small minority and emerging business community
- Maintain data on construction cost indices and provide analysis and interpretation of this data
- Maintain communications with Airport Board and community groups through presentations about the ACT 3 program
- Coordination with FAA regarding changing requirements for grant assurances, particularly with respect to enhanced enforcement of Buy American guidelines
- Scheduling of projects and individual elements of projects that will impact the start or completion of the new terminal
- Construction Management of existing and ongoing Terminal-related projects
- Analyze appropriateness of various items for allowances in general contractor bid packages
- Contract negotiations with HNTB and technical assistance on Airport-wide Communications and Security Packages
- Review and address architectural and engineering design issues that arise within the terminal package Plans and Specifications
- Manage the process of changes in project requirements such as TSA standards modifications and the City's Storm Water Quality Best Management Practice requirements
- Assist Airport in negotiations with HNTB on claims of additional services due to Scope Changes

- Analyze and assist Airport staff with negotiations with HNTB on delay claims
- Determine financial impact to Airport as a result of design issues
- Continue daily activities to address and resolve issues that typically arise during project
- Address and monitor Design Team responses to drawing and specification Quality Assurance and Constructability reviews
- Provide Airport with ongoing technical support as requested on general capital projects such as repurposing and renovation of Airport facilities
- Monitor changing FAA requirements, such as Davis-Bacon and DBE issues
- Manage process on maintaining the status of approval for Plans and Specifications by funding and permitting authorities such as FAA, TSA, and Office of Central Inspection
- Maintain and update Scope of Work on contract packages for Terminal and general capital projects
- Maintain ACT 3 Project Budget, encumbrances and expenses on contracts for construction and services
- Provide recommendations for Project/Construction Management processes and procedures as requested by the Airport
- Maintain institutional knowledge of the overall ACT 3 program
- Advise and consult on construction and contractor insurance issues
- Advise and consult on DBE issues and City EBE requirements
- Review services required on design of construction video monitoring and concrete changes
- Develop and maintain master list of all ACT 3 and related program elements (Summary of Packages)
- Monitor list of Action Items for resolution and document action taken
- Provide guidance on contract documents and specification language

This Supplemental Agreement will run on a month-to-month basis. The base contract includes an immediate termination clause in the event the project is abandoned.

Financial Considerations: Based upon the tasks to be performed, the not-to-exceed cost for this Supplemental Agreement is \$567,906. In compliance with the original contract with AECOM, this Supplemental Agreement is prepared in an FAA-approved cost-plus-fixed-fee format so as to preserve the ability to obtain federal grant funding. This amount can be covered by the current budget for the Air Capital Terminal 3 Project. Therefore, no budget increase is required. The total contract is summarized below:

	<u>Amount</u>	<u>Description</u>	<u>Date</u>
Contract	\$4,552,857	Program Manager Contract	5/31/2005
SA#1	21,521	Terminal Security Cameras Const. Phase Services	2/9/2010
SA#2	445,094	Contract Amendments	3/9/2010
SA#3	574,668	Services Extension	7/20/2010
SA#4	110,008	Construction Management for CCTV Upgrade	1/25/2011
SA#5	567,906	Services Extension	3/1/2011
	<u>\$6,272,054</u>	Total Fee	

Goal Impact: The construction of the proposed new airline passenger terminal and related projects contributes to the Economic Vitality of Wichita.

Legal Considerations: The Law Department has approved this Supplemental Agreement as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve Supplemental Agreement No. 5 with AECOM and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 5.

Supplemental Agreement #5
To The
Agreement for Professional Services Dated June 7, 2005
Between
Wichita Airport Authority, Wichita, Kansas
Party of the First Part, Hereinafter Called The
“Owner”
And
AECOM
Party of the Second Part, Hereinafter Called The
“Program Manager”

WITNESSETH:

Whereas, there now exists a Contract dated June 7, 2005 and Supplemental Agreement #1 dated February 9, 2010, Supplemental Agreement #2 dated March 9, 2010, Supplemental Agreement #3 dated July 20, 2010 and Supplemental Agreement #4 dated January 25, 2011 between the two parties covering Program Management services to be provided by the Program Manager at Wichita Mid-Continent Airport.

Whereas, the Contract expired on January 10, 2011, and it is the desire of both parties that the Contract be extended as noted below.

Now Therefore, the parties hereto mutually agree as follows:

The Program Management Contract will be amended with this Supplemental Agreement to include the following services:

A. SCOPE OF SERVICES

- I. Extension of Program Management Services as defined in the Original Scope of Work on a month-to-month basis until such time as a definitive schedule for new terminal construction is determined.
- II. Provide evaluations and recommendations of processes and procedures necessary to implement the anticipated Construction phase of the program.
- III. Provide services prior to bidding the ACT 3 terminal building construction package as outlined on Attachment A.

B. PAYMENT PROVISIONS

Payment to the Program Manager for the performance of the above listed services required by this agreement shall be made on the basis of the actual costs and expenses plus a fixed fee amount in accordance with the Contract, based on Exhibit A – Cost Estimate. The total compensation of the extension of Program Management Services and Transition Team implementation shall be not-to-exceed \$567,906 (\$518,362 for cost plus a fixed fee in the amount of \$49,544).

C. Provisions of the Original Contract

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

In Witness Whereof, the Owner and the Program Manager have executed this Supplemental Agreement as of this 1st day of March, 2011.

ATTEST:

WICHITA AIRPORT AUTHORITY
2173 Air Cargo Road
WICHITA, KANSAS

By: _____
Karen Sublett, City Clerk

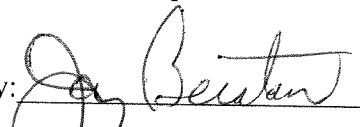
By: _____
Carl Brewer, President
"OWNER"


By : _____
Victor D. White, Director of Airports

CONSULTANT ATTEST:

Name: AECOM

Address: 2202 N. West Shore Boulevard, Suite 455
Tampa, FL 33607

By: 
"CONSULTANT"

Title: 
Sr. Vice President

By: _____

Title: _____

APPROVED AS TO FORM:

City Attorney: _____

Date: _____

Attachments:

- A: Scope of Services
- B. Cost Estimate

ATTACHMENT A

Services to be provided by AECOM prior to bidding of Package 12 (ACT 3 New Terminal Building)

- Maintain communications with Airport Board and community groups thru presentations about the ACT 3 program
- Maintain relationships with potential prime contractors, subcontractors & suppliers to continue interest in bidding on the variety of projects
- Communication and relationship building with local small minority and emerging business community
- Maintain data on construction cost indices and provide analysis and interpretation of this data
- Consultation with airlines, FAA, concessionaires, rental car agencies, TSA, and other stakeholders and tenants
- Coordination with FAA regarding changing requirement for grant assurances, particularly with respect to enhanced enforcement of Buy American guidelines
- Scheduling of projects and individual elements of project that will impact the start or completion of the new terminal
- Construction Management of existing and ongoing Terminal-related projects such as Package 6c
- Analyze appropriateness of various items for allowances in general contractor bid packages
- Contract negotiations with HNTB and technical assistance on Airport-wide Communications and Security Packages such as Packages 6a, 6b and 9
- Review and address architectural and engineering design issues that arise within the terminal package Plans & Specs
- Manage the process of changes in project requirements such as TSA Office Suite modification and the City's Storm Water quality Best Management Practice requirements
- Assist and represent Airport in negotiations with HNTB on claims of Additional Services due to Scope Changes
- Analyze and assist Airport staff with negotiations with HNTB on delay claims
- Determine financial impact to Airport as a result of design issues
- Continue daily activities to address and resolve issues that typically arise during project
- Address and monitor Design Team responses to drawing & specification Quality Assurance and Constructability reviews
- Provide Airport with ongoing technical support as requested on General Capital Project such as repurposing and renovation of Airport facilities
- Monitor changing FAA requirements, such as Davis-Bacon and DBE issues
- Manage process on maintaining the status of Approval for Plans & Specs by funding and permitting authorities such as FAA, TSA & Office of Central Inspection

- Maintain & update Scope of Work on contract packages for Terminal ancillary & General Capital Projects
- Maintain ACT 3 Project Budget, encumbrances and expenses on contracts for construction & services
- Provide recommendations for Project/Construction Management processes & procedures as requested by the Airport
- Maintain institutional knowledge of the overall ACT 3 program
- Advise and consult on construction and contractor insurance issues
- Advise and consult on DBE issues and City EBE requirements
- Review services required on design of construction video monitoring and concrete changes
- Develops and maintains master list of all ACT 3 program elements (Summary of Packages)
- Monitors list of Action Items for resolution and document action taken
- Provide guidance on contract documents and specification language

Attachment B

PM/CM Extension & Transition Team Proposal							
1.	Direct Salary Cost	From:	03/04/11	26 wks		09/02/11	
	<i>Staff Member or Title</i>	<i>Hours/ wk</i>	<i>Field/ Home Office</i>	<i>Number of weeks</i>	<i>Total hours</i>	<i>Rate/ Hour</i>	<i>Direct Salary Cost</i>
PM	Program Mngmt				1,134	78.32	\$ 88,914
Ad	Administration				978	27.58	\$ 26,962
DR	Design Review				936	48.34	\$ 45,244
PC	Project Controls				1,466	29.87	\$ 43,801
TT	Systems & Processes				240	67.61	\$ 16,226
	Total Direct Salary Cost			-	4,754	-	\$ 222,148
	Salary Escalation			3.50%	0.0 yrs	0.00%	
2.	Labor and General & Admin Costs		Field	Home			Home
			121.51%	160.88%			Field
			259,569	13,720			\$273,289
3.	Subtotal of Items 1 and 2						\$495,437
4.	Fixed Payment	10.00%	of Item 3				\$49,544
5.	Subtotal of Items 1, 2, and 4						\$544,980
6.	Direct Nonsalary Expenses						
	Supplies	\$50 /wk		26.0 wks			\$1,300
	Communications & IT	\$100 /wk		26.0 wks			\$2,600
	Meetings	\$10 /wk		26.0 wks			\$260
	Vehicle	\$50 /wk		26.0 wks			\$1,300
	Travel Expenses	0 /wk		13.0 wks			
	Kelly & Mathias						\$17,466
	Others						
			Total Direct Nonsalary Expenses				\$22,926
7.	Subtotal of Items 1, 2, 4 and 6						\$567,906
6.	Subcontract Cost	Hours		Labor	ODC	Total	
	Administrative Support	0	\$47.00/hr	\$0	\$0	\$0	
			Total Subcontract Cost				\$0
7.	Total Cost						\$567,906

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL MARCH 1, 2011**

- a. N-S Alley from 12.5 feet south of the north property line of Lot 26, Ellis Avenue of Burrs Addition to Wichita to the north line of Kellogg Drive to serve Burrs Addition (north of Kellogg, west of Hydraulic) (472-84927/468-84728/766259/620573/490277/661689) Traffic to be maintained during construction using flagpersons & barricades. (District I) - \$158,000.00
- b. 2011 Contract Maintenance Concrete Repairs, Phase 1 (north of 63rd Street South, east of 135th Street West) (472-84962/132724/620570/636246/133116/132724/661636/661687/133116) Traffic to be maintained during construction using flagpersons & barricades. (District I,II,III,IV,V,VI) - \$508,200.00
- c. Lateral 6, Main 18 Four Mile Creek Sewer to serve Casa Bella, Casa Bella 2nd & 3rd Additions (north of Pawnee, west of 127th Street East) (468-84718/744318/480010) Traffic to be maintained during construction using flagpersons & barricades. (District III) - \$102,000.00
- d. Storm Sewer Improvements for Harvey's Walnut Grove Addition and 2010 Sanitary Sewer Reconstruction Phase 6 (north of E 19th St N, west of N Hydraulic Ave) (468-84721/468-84723/133117/620567/133117/660684) Traffic to be maintained during construction using flagpersons & barricades. (District I) - \$166,010.00
- e. City View and City View Circle from the north line of Lot 31, Block B, north to and including the cul-de-sac; Jayson from the west line of City View, west to the west line of Lot 22, Block C to serve The Woods Addition (east of 151st Street West, north of Maple) (472-84360/766262/490280) Traffic to be maintained during construction using flagpersons & barricades. (District V) - \$245,000.00

City of Wichita
City Council Meeting
March 1, 2011

TO: Mayor and City Council

SUBJECT: Storm Water Sewer for North Elementary School Addition (north of 29th Street North, east of Seneca) (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

.....

Recommendation: Adopt amending resolution.

Background: On July 27, 2010, the City Council approved a petition to construct a storm water sewer for North Elementary School Addition. The authorizing resolution did not include the funding amounts approved by the City Council and contained in the petition. An amending resolution has been prepared to correct the error.

Analysis: This project serves a new school building.

Financial Considerations: The approved project budget is \$255,000, with \$180,000 assessed to the improvement district and \$75,000 paid by the Storm Water Utility.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing drainage improvements required for the new school building

Legal Considerations: The Law Department has approved the amending resolution as to form.

Recommendation/Action: It is recommended that the City Council adopt the amending resolution and authorize the necessary signatures.

Attachments: Amending resolution.

RESOLUTION NO. 11-029

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING STORM WATER SEWER NO. 656 (NORTH OF 29TH ST. NORTH, EAST OF SENECA) 468-84678 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING STORM WATER SEWER NO. 656 (NORTH OF 29TH ST. NORTH, EAST OF SENECA) 468-84678 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 10-201 adopted on July 27, 2010 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve Storm Water Sewer No. 656 (north of 29th St. North, east of Seneca) 468-84678.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be Two Hundred Fifty-Five Thousand Dollars (\$255,000) exclusive of the cost of interest on borrowed money, with \$75,000 payable by the City of Wichita Storm Water Utility and the balance by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after May 1, 2010, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

NORTH ELEMENTARY SCHOOL ADDITION

Lot 1, Block 1

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a square foot basis:

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 1st day of March, 2011.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF, DIRECTOR OF LAW

City of Wichita
City Council Meeting
March 1, 2011

TO: Mayor and City Council

SUBJECT: 21st Street Improvement, from Waco to Broadway
(District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

.....

Recommendation: Approve the agreement.

Background: On May 5, 2009, the City Council approved a project to improve 21st Street, from Waco to Broadway. A part of the work includes the reconstruction of the Burlington Northern Santa Fe (BNSF) Railway crossing at 21st, east of Broadway. On April 6, 2010, the City Council approved an agreement with BNSF to construct and maintain pavement and drainage structures within BNSF right-of-way. BNSF is replacing and extending crossing materials on each side of 21st Street. Signalization is also being upgraded by BNSF to update railroad pre-emption devices. BNSF has advised that additional crossing work will be required. An agreement has been prepared to authorize the additional work.

Analysis: The additional work consists of replacing the deteriorated and unsafe crossing material in the two western tracks at this time.

Financial Considerations: The existing agreement provides for a payment of \$396,087 to the BNSF Railway. The cost of the additional work is \$173,828 for a total of \$569,915. Funds are available within the 2007-2008 Railroad Crossing Improvements and 2009-2010 Railroad Crossing Improvement Projects previously approved by the City Council.

Goal Impact: This agreement addresses the Efficient Infrastructure goal by improving an important transportation route.

Legal Considerations: The Law Department has approved the agreement as to form.

Recommendation/Action: It is recommended that the City Council approve the agreement, authorize the necessary signatures and authorize the payment to the BNSF Railway Company.

Attachments: Agreement.

CROSSING SURFACE INSTALLATION AGREEMENT

BNSF File No.: 21st and Broadway, Wichita, KS, 009 263U

Mile Post 209.724

Line Segment 7400

U.S. DOT Number 009 263U

Subdivision Red Rock

This Crossing Surface Installation Agreement (hereinafter called, this "Agreement"), is entered into effective as of _____, 2011 by and between the City of Wichita, Kansas, (hereinafter called, "Agency") and BNSF RAILWAY COMPANY (hereinafter called, the "Company").

WHEREAS, Company operates a freight transportation system by rail with operations throughout the United States and Canada; and

WHEREAS, Agency and Company desire to replace the existing crossing surface at 21st Street Main 1 Track with a new concrete crossing surface, extend Main 2 Track surface and Siding Track surface to accommodate street widening improvement project;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Company Work.** The Company will install a new concrete crossing surface for a width of 96 feet from the edge of the pavement on the north side of the tracks to the edge of the pavement on the south side of the tracks. The new crossing surface will adequately cover all vehicular driving lanes at 21st Street. The Company will perform all necessary track upgrades to accommodate the new crossing surface.

2. **Payment; Invoicing.** Upon execution of this Agreement by both parties hereto, Company will send Agency an invoice detailing the total amount owed by Agency for the new crossing surface. Company shall send to Agency a final invoice upon completion and Agency shall pay the final invoice within 30 days of receipt.

Agency agrees to pay Company \$ 154, 628 and No/100 Dollars for the new crossing surface. Agency's **ESTIMATED** total cost for the new crossing surface is \$ 154, 628 and No/100 Dollars, the estimated material and labor cost thereof being as shown on exhibit A attached hereto and made a part of hereof.

3. **Maintenance of the Crossing Surface.** After installation of the new crossing surface is completed, the Company will maintain, at its own cost and expense, the crossing surface, against normal wear and tear, in a satisfactory manner for the expected life of the crossing surface. Notwithstanding the preceding sentence, the Company shall be entitled to receive any contribution toward the cost of such maintenance made available by reason of any existing or future laws, ordinances, regulations, orders, grants, or other means or sources.

4. **Vehicular Traffic during Installation.** The Agency shall provide, at its own cost and expense, all necessary barricades, lights or traffic control devices for detouring vehicular traffic at the 21st Street crossing during installation of the new crossing surface.

5. **Drainage.** The Agency agrees to allow the Company to drain water from the 21st Street crossing area into existing Agency storm sewers, if such storm sewers are available. Drain pipes and filter fabric necessary for such drainage will be furnished and installed by the Company.

6. **Term.** This Agreement begins on the effective date set forth above and remains in effect until completion of all work contemplated in this Agreement and Agency's payment of the amounts set forth in Section 2 above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first written above.

COMPANY

BNSF RAILWAY COMPANY:

By: _____

Printed Name: _____

Title: _____

AGENCY

CITY OF WICHITA, KANSAS:

Carl Brewer, Mayor

ATTEST: (Seal)

Karen Sublett, City Clerk

Approved as to Form: _____

Gary E. Rebestorf,
Director of Law

AUTHORITY FOR EXPENDITURE

(FOR INTERNAL BNSF RAILWAY USE ONLY)

LOCATION : CP 2094 TO VARIOUS	LINE SEGMENT : 7400	AFE NUMBER :
PLANITEM NUMBER : VARIOUS	MILEPOST : 209.724	RFA NUMBER : 5930810
PROPERTY OF : BNSF RAILWAY COMPANY	DIVISION : KS	CPAR NUMBER : CB960110
OPERATED BY : BNSF RAILWAY COMPANY	SUBDIVISION : ARKANSAS CITY	BUDGET YEAR : 2010
JOINT FACILITY : CITY OF WICHITA KS	TRACK TYPE : 1, 2, 3	BUDGET CLASS : 6
% BILLABLE (+/-) : 100.0	TAX STATE : KS	REPORTING OFFICE : 102
	SPONSOR : VP ENGINEERING	CENTER/ROLLUP : S0814

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP XING 21ST ST, KSW DIV ARK CITY SUB, LS 7400, MP 209.724 - DOT 009263U - WICHITA, KS FULL DEPTH CONC XING RENEWAL ON 3 TRACKS - 100% BILLABLE CITY OF WICHITA KS

PLAN ITEM	LINE SEG	BEG MP	END MP	TRK NBR	BEGIN STATION	END STATION	PROJECT TYPE	BUD YEAR
PTR009263U-2	7400	209.724	209.724	2	CP 2094	21ST ST, SIDING	PUBLIC IMPROVEMENT PROJECT	2010
PTR009263U-3	7400	209.724	209.724	3	CP 2094	21ST ST, MAIN 1	PUBLIC IMPROVEMENT PROJECT	2010
PTR009263U-1	7400	209.724	209.724	1	CP 2094	21ST ST, MAIN2	PUBLIC IMPROVEMENT PROJECT	2010

	CASH CAPITAL	NONCASH CAPITAL	OPERATING EXP	REMOVAL COSTS	BILLABLE	TOTALS
LABOR COSTS	0	0	0	0	44,410	44,410
MATERIAL COSTS	0	0	0	0	77,969	77,969
OTHER COSTS	0	0	0	0	32,249	32,249
TOTALS	0	0	0	0	154,628	154,628

SYSTEM MAINTENANCE AND PLANNING - KANSAS CITY

ESTIMATE REF. NUMBER: 5930810

COSTING DATE: 10/17/2010

PRINTED ON: 12/02/2010

ESTIMATED BY: HAMBY

PRINTED BY: HAMBY

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
CITY OF WICHITA KS

LOCATION CP 2094 TO 21ST ST, SIDING DETAILS OF ESTIMATE PLAN ITEM: PTR009263U-2 VERSION: 2
PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP XING 21ST ST KSW DIV ARK CITY SUB, LS 7400, MP 209.724 - DOT 009263U - WICHITA, KS, SIDING

DESCRIPTION OF PROJECT AS PROVIDED BY PROJECT ENGINEER
EXTEND 3 TRACK GRADE XINGS. FULL DEPTH REPLACEMENT OF MAIN 1, EXTEND MAIN 2 AND SIDING 34 FEET. ESTIMATE WILL
CONSIST OF 3 SEPARATE ESTIMATES, ONE FOR EACH TRACK.

WORKSHEET 2 OF 3

BILLING FOR THIS PROJECT SHOULD BE DIRECTED TO:
100% BILLABLE TO THE CITY OF WICHITA, KS

AFE REQUESTED BY: B TOMLIN 10/15/10

MAINTAIN PROPRIETARY CONFIDENTIALITY

THE PHYSICAL LIMITS OF THIS PROJECT ARE DESCRIBED BY LINE SEGMENT, MILE POST RANGES, AND IN SOME CASES TRACK
NUMBER. THIS IS THE PRIMARY AREA FOR THE PROJECT. THERE WILL BE CASES WHERE WORK MAY OCCUR BEYOND THE DEFINED
LIMITS. PROJECTS THAT INCLUDE SIGNAL, ELECTRICAL, OR TELECOMMUNICATION EQUIPMENT MAY REQUIRE ACTIVITY BEYOND
THESE DEFINED TRACK LIMITS. ALL OR PORTIONS OF SOME PROJECTS MAY OCCUR IN AREAS WHERE NO MILEPOST SIGNS EXIST
SUCH AS YARDS. THIS ESTIMATE IS GOOD FOR 90 DAYS. THEREAFTER THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR,
MATERIAL, AND OVERHEAD.

DESCRIPTION	QUANTITY U/M	COST	TOTAL \$
***** LABOR *****			
PLACE FIELD WELDS - CAP	32.0 MH	768	
REPLACE PUBLIC CROSSING - TOTAL REHAB	24.0 MH	513	
UNLOAD CROSSING MATERIAL - PUBLIC - CAP	16.0 MH	342	
PAYROLL ASSOCIATED COSTS		1,116	
EQUIPMENT EXPENSES		939	
DA LABOR OVERHEADS		1,743	
INSURANCE EXPENSES		253	
TOTAL LABOR COST		5,674	5,674
***** MATERIAL *****			
WELDKIT, GENERIC FOR ALL RAIL WEIGHTS	12.0 KT	834	
MATERIAL HANDLING		41	
USE TAX		61	
OFFLINE TRANSPORTATION		10	
TOTAL MATERIAL COST		946	946
***** OTHER *****			
EQUIPMENT	1.0 LS	2,750	
LOADER	1.0 LS	2,750	
TOTAL OTHER ITEMS COST		5,500	5,500
PROJECT SUBTOTAL			12,120
CONTINGENCIES			1,185
BILL PREPARATION FEE			134
GROSS PROJECT COST			13,439
LESS COST PAID BY BNSF			0
TOTAL BILLABLE COST			13,439

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
CITY OF WICHITA KS

LOCATION	CP 2094 TO 21ST ST, MAIN J	DETAILS OF ESTIMATE	PLAN ITEM : PTR009263U-3	VERSION : 2
PURPOSE, JUSTIFICATION AND DESCRIPTION				

PIP XING 21ST ST M1, KSW DIV ARK CITY SUB, LS 7400, MP 209.724 - DOT 009263U - WICHITA, KS

DESCRIPTION OF PROJECT AS PROVIDED BY PROJECT ENGINEER
EXTEND 3 TRACK GRADE XINGS FULL DEPTH CONCRETE SURFACE RENEWAL. THIS ESTIMATE WILL CONSIST OF 3 SEPARATE
ESTIMATES, ONE FOR EACH TRACK. CROSSING LENGTH IS 104FT WITH A TOTAL SURFACE LENGTH OF 312FT

WORKSHEET 3 OF 3

BILLING FOR THIS PROJECT SHOULD BE DIRECTED TO:
100% BILLABLE TO THE CITY OF WICHITA, KS

AFE REQUESTED BY: J.CALDWELL 3/10/10

MAINTAIN PROPRIETARY CONFIDENTIALITY

THE PHYSICAL LIMITS OF THIS PROJECT ARE DESCRIBED BY LINE SEGMENT, MILE POST RANGES, AND IN SOME CASES TRACK
NUMBER. THIS IS THE PRIMARY AREA FOR THE PROJECT. THERE WILL BE CASES WHERE WORK MAY OCCUR BEYOND THE DEFINED
LIMITS. PROJECTS THAT INCLUDE SIGNAL, ELECTRICAL, OR TELECOMMUNICATION EQUIPMENT MAY REQUIRE ACTIVITY BEYOND
THESE DEFINED TRACK LIMITS. ALL OR PORTIONS OF SOME PROJECTS MAY OCCUR IN AREAS WHERE NO MILEPOST SIGNS EXIST
SUCH AS YARDS. THIS ESTIMATE IS GOOD FOR 90 DAYS. THEREAFTER THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR,
MATERIAL, AND OVERHEAD.

DESCRIPTION	QUANTITY U/M	COST	TOTAL \$

LABOR			

PLACE FIELD WELDS - CAP	96.0 MH	2,303	
REPLACE PUBLIC CROSSING - TOTAL REHAB	192.0 MH	4,100	
SIGNAL FIELD LABOR - CAP	32.0 MH	842	
SURFACE TRACK - REPLACEMENT - CAP	24.0 MH	582	
UNLOAD BALLAST - REPLACEMENT - CAP	18.0 MH	385	
UNLOAD CROSSING MATERIAL - PUBLIC - CAP	48.0 MH	1,025	
PAYROLL ASSOCIATED COSTS		6,358	
EQUIPMENT EXPENSES		5,349	
DA LABOR OVERHEADS		9,922	
INSURANCE EXPENSES		1,451	
TOTAL LABOR COST		32,317	32,317

MATERIAL			

BALLAST, DAVIS OK (GU, TX, KSW,	300.0 NT **	2,628	
TRACK PANEL, 136 STANDARD RAIL, 60 FT- 10 FT TIES-	3.0 EA **	27,105	
RAIL, TRANSN,LH,25 FT, 136-1/4 WORN 115	2.0 EA	2,817	
RAIL, TRANSN,RH,25 FT, 136-1/4 WORN 115	2.0 EA	2,817	
WELDKIT, GENERIC FOR ALL RAIL WEIGHTS	12.0 KT	834	
CONC 136 08-SEC WITH FILLER FOR 10' WOOD TIES	96.0 FT **	19,892	
CONCRETE XING RAMP AND PANEL RESTRAINT,	1.0 ST	257	
SIGNAL MATERIAL	4.0 DAY	700	
MATERIAL HANDLING		2,848	
ONLINE TRANSPORTATION		4,650	
USE TAX		4,191	
OFFLINE TRANSPORTATION		682	
TOTAL MATERIAL COST		69,421	69,421

OTHER			

LEASED EQUIPMENT WITH OPERATOR	4.0 DAY	6,000	
TOTAL OTHER ITEMS COST		6,000	6,000

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
CITY OF WICHITA KS

LOCATION CP 2094 TO 21ST ST, MAIN2

DETAILS OF ESTIMATE

PLAN ITEM: PTR009263U-1

VERSION: 2

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP XING 21ST ST M2, KSW DIV ARK CITY SUB, LS 7400, MP 209.724 - DOT 009263U - WICHITA, KS

DESCRIPTION OF PROJECT AS PROVIDED BY PROJECT ENGINEER

EXTEND 3 TRACK GRADE XINGS FULL DEPTH CONCRETE SURFACE RENEWAL. THIS ESTIMATE WILL CONSIST OF 3 SEPARATE ESTIMATES, ONE FOR EACH TRACK. CROSSING LENGTH IS 104FT WITH A TOTAL SURFACE LENGTH OF 312FT

WORKSHEET 1 OF 3

BILLING FOR THIS PROJECT SHOULD BE DIRECTED TO:
100% BILLABLE TO THE CITY OF WICHITA, KS

AFE REQUESTED BY: B.TOMLIN 10/15/10

MAINTAIN PROPRIETARY CONFIDENTIALITY

THE PHYSICAL LIMITS OF THIS PROJECT ARE DESCRIBED BY LINE SEGMENT, MILE POST RANGES, AND IN SOME CASES TRACK NUMBER. THIS IS THE PRIMARY AREA FOR THE PROJECT. THERE WILL BE CASES WHERE WORK MAY OCCUR BEYOND THE DEFINED LIMITS. PROJECTS THAT INCLUDE SIGNAL, ELECTRICAL, OR TELECOMMUNICATION EQUIPMENT MAY REQUIRE ACTIVITY BEYOND THESE DEFINED TRACK LIMITS. ALL OR PORTIONS OF SOME PROJECTS MAY OCCUR IN AREAS WHERE NO MILEPOST SIGNS EXIST SUCH AS YARDS. THIS ESTIMATE IS GOOD FOR 90 DAYS. THEREAFTER THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD.

DESCRIPTION	QUANTITY	U/M	COST	TOTAL \$

LABOR				

REPLACE PUBLIC CROSSING - TOTAL REHAB	24.0	MH	513	
SURFACE TRACK - REPLACEMENT - CAP	32.0	MH	776	
UNLOAD BALLAST - REPLACEMENT - CAP	9.6	MH	205	
UNLOAD CROSSING MATERIAL - PUBLIC - CAP	16.0	MH	342	
PAYROLL ASSOCIATED COSTS			1,263	
EQUIPMENT EXPENSES			1,062	
DA LABOR OVERHEADS			1,971	
INSURANCE EXPENSES			287	
TOTAL LABOR COST			6,419	6,419

MATERIAL				

BALLAST, DAVIS OK (GU, TX, KSW,	300.0	NT **	2,628	
MATERIAL HANDLING			131	
ONLINE TRANSPORTATION			4,650	
USE TAX			193	
TOTAL MATERIAL COST			7,602	7,602

OTHER				

EQUIPMENT	1.0	LS	2,750	
LOADER	1.0	LS	2,750	
TOTAL OTHER ITEMS COST			5,500	5,500
PROJECT SUBTOTAL				19,521
CONTINGENCIES				1,925
BILL PREPARATION FEE				215
GROSS PROJECT COST				21,661
LESS COST PAID BY BNSF				0
TOTAL BILLABLE COST				21,661

City of Wichita
City Council Meeting
March 1, 2011

TO: Mayor and City Council

SUBJECT: Supplemental Agreement - Citywide Storm Water System Inventory Study
(All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

.....

Recommendation: Approve the Supplemental Agreement.

Background: On December 6, 2006, the City Council approved a \$1million dollar budget for the first phase of the stormwater sewer inventory. On May 1, 2007, the City entered into an agreement with Carlson-Baughman Company, P.A. that provides for a stormwater inventory, including location, geometry, and condition assessment. The data has been used to create a stormwater GIS layer. On October 7, 2008, the City Council approved the budget increase to \$3 million as per the 2007-2016 Adopted Capital Improvement Program (CIP) for the second phase of the project. To date, the inventory project is over 85% completed.

Analysis: On May 1, 2007, the City Council approved the contract with Carlson-Baughman Company in the amount of \$800,000 to complete a pilot inventory area in downtown Wichita. On October 7, 2008, after the successful completion of the pilot area, the City Council approved Supplemental Agreement No.1 in the amount of \$1,800,000. Carlson-Baughman Company and City staff predicted the budget for the supplemental agreement would be sufficient to complete the citywide inventory based on the estimated number of remaining drainage structures in the City. Today there are more drainage structures in the city then originally recorded, with 14 square miles in southeast Wichita that remain to be collected. Supplemental Agreement No. 2 is a continuation of the second phase and will ensure an accurate structure count and complete the project for the entire City by December 2011.

Financial Considerations: Payment to Carlson-Baughman Company under this supplemental agreement will continue to be on the basis of a completed per unit of effort with a maximum not-to-exceed fee of \$200,000. The unit cost for each collected drainage structure has remained the same throughout the entire project. Funds are available within the project budget allocation and will be paid by the Storm Water Utility. This project is included in the 2007-2016 Adopted CIP, with a total budget of \$3.0 million for contract activities and technology upgrades. To date, the project has expended \$2.5 million.

Goal Impact: This project addresses the Ensure Efficient Infrastructure goal by providing public improvements for drainage throughout the City. The improvements will provide an easily accessible database of the City's infrastructure system that will help staff to perform more tasks.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

Attachments: Supplemental Agreement.

SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED MAY 1, 2007
AND AMENDED AUGUST 5, 2008

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

CARLSON-BAUGHMAN COMPANY, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated May 1, 2007) and a Supplemental Agreement (dated August 5, 2008) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the **COMPREHENSIVE CITYWIDE STORMWATER DRAINAGE STRUCTURE INVENTORY** (OCA No. 660806).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated in the above referenced agreement and in Exhibit "A", Scope of Services attached is hereby amended to include the following:

Phase II – Completion of the Storm Water Inventory

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall remain unchanged as to the unit costs of acquiring the inventory

information. Said costs are as follows: Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of a completed per unit of effort. Payment shall be paid at a rate of \$41.00 per unit of effort, if the location was established with a GPS unit. If the structure location needs additional services to be established with a total station instrument, the fee per unit of effort shall be \$52.00. Total fee for this Supplemental Agreement shall not exceed \$200,000.

C. COMPLETION

The ENGINEER shall complete the scope of the PROJECT in timely manner and shall be substantially complete by December 2011;

EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract(s), not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2011.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law
Gary Rebenstorf, Director of Law

CARLSON-BAUGHMAN COMPANY, INC.

Brian Peltier, Vice President
Brian Peltier, Vice President

ATTEST:

SCOPE OF SERVICES

COMPREHENSIVE CITYWIDE STORM WATER DRAINAGE STRUCTURE INVENTORY

The ENGINEER shall furnish engineering and surveying services as required for the development of an inventory of the City of Wichita storm sewer structures including surveys, inspections, photographs, survey data collection and GIS files for the PROJECT in the format and detail required by the City Stormwater Engineer for the City of Wichita.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE II – PLAN DEVELOPMENT

When authorized by the CITY, proceed with the inventory survey services for the PROJECT based on procedures as approved by the CITY.

1. Field Surveys. Provide adequate engineering and technical personnel, GPS survey equipment, and applicable software, GIS licenses, and data files to obtain and distribute the storm water structure inventory data as required for the scope of the PROJECT.
2. Review preliminary as-built data available through the existing CITY files and records. Transfer usable existing data to a medium exchange file accessible by both parties.
3. Review field survey procedures and data collection methods both in the office and in the field operations with the CITY for approval prior to proceeding with the PROJECT.
4. Prepare the personal geodatabase and digital pictures for submittal to the CITY of completed inventory data surveyed in a timely interval acceptable to the CITY of their permanent files and records. Completed digital files will be in the following format:

- a. Personal Geodatabase : ArcGIS 9.3.1
Geodatabase = COWSTRMGIS.mdb
Feature Dataset = GBASTORM
Feature Class = SMVCONDTG
SMVBASNG
SMVSTRUCG
Feature Dataset = SURVEY
Feature Class = SECCOR
BENCHMRK

- b. Digital Pictures: *StructureNumber*.JPG
- c. Apparent Section Corners
- d. Monthly status report will be delivered in Adobe PDF files.
- e. Structures in need of CITY review, i.e. cleaned, will be posted as an htm at the following link: www.csmgis.com/DEFAULT_files/cowswsgis.htm

Fields within each feature class are to be reviewed and approved during the preliminary review of procedures and followed through out the process of the PROJECT unless otherwise directed by the City Stormwater Engineer. ENGINEER shall notify the CITY immediately once a storm sewer structure has been preliminarily identified that may either be plugged or filled with debris or covered with paving material such that access is blocked for survey purposes so that the CITY may schedule the structure to be either cleaned or cleared in a timely manner not to delay the ENGINEER.

5. Provide to CITY with a monthly status report by email identifying the areas of work completed and the general progress according to the bar chart schedule and inventory maps. The progress inventory maps shall identify adjacent areas inventoried by the ENGINEER and inventory areas approved by the CITY, with the inventory area for the next month identified. ENGINEER shall communicate the status the first Monday of the month, for previous one month period. ENGINEER shall also update the CITY of any conflicts or potential conflicts on

the PROJECT immediately whether it pertains to the office or field operations. ENGINEER shall not share; forward or otherwise disseminate any survey data, GIS files or any other information relative to the PROJECT to any party other than the City Stormwater Engineer or designated Project Manager.

6. Deliver the final survey data and files collected in an acceptable format to the CITY for their use.
7. Establish and provide a vital vertical elevation control for the PROJECT and transfer the data in a usable format acceptable to the CITY. When applicable, this coordinate information will be used by the CITY for future references and PROJECTS.
8. Periodically the ENGINEER shall provide the CITY with spot checks to be determined by City staff of previously surveyed and documented structures for compliance and accuracy checks.
9. The ENGINEER shall represent themselves in a responsible manner at all times in the field while completing the work of the PROJECT. The field staff shall be courteous and respectful of public property rights and shall dress properly. The field operation and staff shall at all time exhibit and apply good public safety precautions and methods.
10. The ENGINEER shall complete the scope of the PROJECT in timely manner and according to the bar chart attached and shall be substantially complete by December 2011.
11. The ENGINEER shall use the following City GIS coordinate and projection information:

State Plane Coordinate System 1983

SPCS Zone Identifier: 1502

Lambert Conformal Conic Projection

Standard Parallel: 37.266667

Standard Parallel: 38.566667

Longitude of Central Meridian: -98.500000

Latitude of Projection Origin: 36.666667

False Easting: 1312333.333333

False Northing: 1312333.333333

Planar Coordinate Information

Planar Distance Units: survey feet

Coordinate Encoding Method: coordinate pair

Coordinate Representation

Abscissa Resolution: 0.004657

Ordinate Resolution: 0.004657

Geodetic Model

Horizontal Datum Name: North American Datum of 1983

Ellipsoid Name: Geodetic Reference System 80

Semi-major Axis: 6378137.000000

Denominator of Flattening Ratio: 298.257222

**City of Wichita
City Council Meeting
March 1, 2011**

TO: Mayor and City Council

SUBJECT: Aquifer Storage and Recovery Project Point-to-Point Data Network Services
(All Districts)

INITIATED BY: Department of Public Works & Utilities
IT/IS

AGENDA: Consent

Recommendation: Approve Addendum No. 3.

Background: Due to slow and problematic transfer rates of data with the current leased buried cable network structure, the IT/IS Department recommended replacement of the buried cable service with a Point-toPoint (P2P) telecommunications system. On March 18, 2008, the City Council granted approval of funding to begin the P2P

Wireless Data Network Project. After completing a Request for Proposal and selection process, the City Council approved an agreement on July 22, 2008, for approval to award the project contract to Electronic Technology, Inc. On January 27, 2009, the City Council approved Addendum No. 1 which established unit prices for the project. On December 14, 2010, the City Council approved Addendum No. 2 which included the work required to construct and maintain the expansion of the P2P Wireless Data Network Services to include the new infrastructure required for the Aquifer Storage and Recovery (ASR) program and was to have included the required connection point located at Fire Station 13 to serve the system.

Analysis: Fire Station 13 was originally included in the IT/IS original contract. When the project was expanded to include the ASR program it was agreed that Water Utility would pay for the construction of the tower as it was the main connection point to the P2P telecommunications system. As the work for this tower was included in an existing contract, Addendum No.2 did not include the addition of Fire Station 13 as a specific task. The cost of the work should have been included in Addendum No.2 and was inadvertently omitted. Addendum No. 3 has been prepared to include this work.

Financial Consideration: The approved project budget for the original agreement is \$1,292,372. The work for Addendum No. 2 is estimated to be \$598,650 and the work provided for under Addendum No. 3 is \$102,400, for a total project budget of \$1,993,422. Funding is available in Capital Improvement Program W-549-10, water supply project SCADA, and ASR Phase II.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing reliable, compliant and secure utilities.

Legal Considerations: Addendum No. 3 has been approved as to form by the Law Department

Recommendations: It is recommended that the City Council approve Addendum No. 3 and authorize the necessary signatures.

Attachment: Addendum No. 3.

THIRD ADDENDUM TO CONTRACT FOR IMPLEMENTATION OF A WIRELESS COMMUNICATION NETWORK

THIS CONTRACT ADDENDUM, by and between the City of Wichita, KANSAS, a municipal corporation, hereinafter called "CITY", and ELECTRONIC TECHNOLOGY, INC., a Kansas Corporation, hereinafter called "ETI", shall become effective as of the date of the last required signature.

WITNESSETH THAT:

WHEREAS, the CITY and ETI entered into an original "CONTRACT FOR IMPLEMENTATION OF A WIRELESS COMMUNICATION NETWORK", for design, installation, deployment and maintenance of a wireless communication network, dated July 23, 2008, to a site, or collection of site locations, for the CITY as per the bid FP800044 and scope of services set forth in the contract; and

WHEREAS, the CITY and ETI, based on Section 1C of the original Contract, entered into a first Addendum to the original Contract, dated January 29, 2009, which detailed pertinent issues regarding the design, structure, installation and operation of the Wireless Communication Network Project (WCN Project); and

WHEREAS, the CITY and ETI, based on Section 1C of the original Contract, entered into a second Addendum to the original Contract, dated December 14, 2010, which included the scope of services to provide similar materials and services to the original Contract for the Wichita Water Utilities (WWU) Aquifer Storage and Recovery (ASR) Phase II Program (ASR Project); and

WHEREAS, ETI agrees to provide to the CITY all the provisions, commodities and services specified in the Request for Qualifications (RFQ) under Formal Proposal Number FP800044, ETI's response to the Formal Proposal Number FP800044, the original Contract, the first Addendum and the second Addendum to the original Contract, which are incorporated herein by this reference the same as if it were fully set forth; and

WHEREAS, Based on Section 5 of the original Contract and Section 2I of the first Addendum to the original Contract, the CITY and ETI wish to enter into a third Addendum to the original Contract, whereby ETI shall provide similar commodities and services as referenced in the original Contract and first Addendum and second Addendum. The services and materials which shall address a specific tower site installed at Fire Station 13 (FS13), located at 3162 W 42nd St N, are listed in Sections 2 and 7a of this third Addendum.

NOW, THEREFORE, the above named parties hereby agree, covenant and contract with each other that the relevant terms of the RFQ, ETI's response to the RFQ, the original contract and the first Addendum and second Addendum, in addition to the following terms of this third Addendum, are hereby affirmed and executed for and on behalf of these parties, for the life of the Project. If any terms conflict among these documents, those listed in this third addendum shall govern:

1. **Contact:** The CITY and ETI shall maintain representatives to act as the contact

person for each party of the CITY Project:

a. The contact persons from the CITY shall be:

1. Debra Ary, ASR Project Manager

316-269-4760

DAry@wichita.gov;

2. Paul Johnson, RW Beck, ASR Process Control/SCADA Project Manager

303-299-5262

PJohnson@rwbeck.com;

3. Dennis McHugh, WCN Project Manager

316-268-4592

DMcHugh@wichita.gov;

b. The contact persons from ETI shall be:

1. Dan Carr, Certified Engineer

DCarr@directmw.com, or

2. Brad Peterson, Project Manager

BPeterson@directmw.com, or

3. Barbara Carr, Administration

BCarr@directmw.com

913-962-8083;

2. Scope of Work:

a. The CITY shall authorize ETI to proceed with installation, and ETI agrees to install the wireless communication infrastructure for the Fire Station 13 site;

b. ETI shall be responsible for providing all site surveys, material, labor and incidental equipment (see Section 7b) necessary to complete and make the Fire Station 13 communications facility operational with the WCN, including:

1. ETI shall be responsible for design and construction of the Fire Station 13 communications tower with a height of 110 feet above ground level. The tower shall be minimum three leg self-supporting lattice tower;

2. ETI shall be responsible for geotechnical investigations and structural calculations necessary to design the tower foundation;

3. ETI shall supply and construct an electrical grounding system and lightning protection system for the tower to include microwave antennas, and cabling and equipment installed on or around the tower. The grounding, which shall be a standard Motorola R56 system;

4. ETI shall be responsible for FCC licensing;

5. ETI shall coordinate the work through the CITY's ASR Project Manager. The ASR Project Manager will, in turn, coordinate with CITY Network and Traffic Engineering staff, in accumulating information relating to site location, facility access, attachment of equipment to a structure, provision of equipment, an appropriate time for installation, required site preparation and network parameters (i.e. IP addressing, etc.);

6. ETI shall be responsible for providing, attaching and terminating cables on the tower;

7. Prior to any installation, ETI shall perform Line of Sight (LOS) and Spectrum surveys for identified sites to determine network link capability. Once the surveys have

been completed, ETI shall present the CITY with a network design indicating the preferred deployment;

8. ETI shall be responsible for transport, inventory, handling, installation, and safeguarding on a worksite, of all equipment furnished by ETI and used on the Project;

c. The CITY and ETI shall jointly work on the configuration of all equipment located at an installation facility or location;

d. For purposes of this third addendum, notice by one party to the other via e-mail shall constitute sufficient written notice;

e. Should there be a need for any additional amendments to this document, or any Task Order, during the life of the Project, the resulting document shall require the signature of both the CITY and ETI.

f. ETI agrees that all services rendered shall be in compliance with all applicable laws, statutes, codes, ordinances, rules, regulations and standards and completed in a manner consistent with the level of skill ordinarily exercised by members of the profession currently practicing under similar conditions;

g. Should ETI have knowledge of an event which may delay the completion of a work activity and/or the Project, ETI shall notify the CITY in writing, at its earliest opportunity, and provide as much detail as possible on the cause of the delay;

h. If a work activity and/or the Project encounters a delay which is solely due to the fault of ETI, ETI shall be held responsible for the entire amount required to remedy the cause of the delay;

i. ETI shall provide a reasonable response to maintenance and/or emergency situations which may arise on the Project. ETI shall notify the CITY of any additional contact persons or numbers to be used in connection with such a procedure;

3. Site Installation: Per the requirements of the Second Addendum dated Dec 21, 2010.

4. Testing: Per the requirements of Section 3 of the second Addendum dated Dec 21, 2010.

5. Acceptance: Per the requirements of Section 6 of the second Addendum dated December 21, 2010.

6. Payment:

a. The CITY and ETI agree that all work under this contract addendum shall be paid on a "Unit Price" basis, up to a maximum limit of \$102,400.00. The provisions governing the Unit Price and payment are established in Section 5.0 of the Second Addendum dated Dec 21, 2010. The pricing for work under this third addendum is as follows:

Item	Description	Cost Per Unit
1. 110' Sabre S3T Steel Tower and Foundation	Provide all labor and incidentals to design, fabricate and erect the steel tower including foundation materials and construction, tower delivery and offloading, crane services and tower assembly/stacking, and Halo ground system with 3 driven ground rods.	\$52,400.00
2. Licensed P2P 11GHz Microwave Link Equipment	Licensed Ceragon P2P 11GHz Link consisting of the following items: 2 each IP10 Ethernet, EOW/UC/Alarms IP10-N-AUX 2 each IP10 IDU Capacity Upgr 10BTx - 200BTx IP10-SL-CAP-200	\$30,000.00

2 each IP10 Adaptive Coding and Modulation
 1 each RFU-C, FCC, 11GHz Tx High
 1 each RFU-C, FCC, 11GHz Tx Low
 2 each Antenna, 11GHz Radiowaves
 2 each Lightning Suppression
 2 each AC-DC Power Supply
 1 each FCC License for the Link
 1 each Advanced Replacement/Extended Warranty (5 Years)

3. Licensed P2P 11GHz Microwave Link Install	Provide all labor and incidentals to install and test 11GHz radios, antennas and links between tower and City Hall. Cost includes antennas, radios, necessary mounting brackets, cabling, connectors, grounding and lightning protection and installation labor to install both ends of the link.	\$18,000.00
4. Wave Guide Ladder	Provide equipment, labor and incidentals to install a wave guide ladder on the tower per ASR specification.	\$2,000.00

b. Any component not listed in Section 7a but necessary for the system to function shall be considered incidental and shall be furnished, installed and integrated by ETI. The term "Incidental" is defined as an item(s) which is associated or included in the cost of a Unit Price item and which shall not be paid for separately;

c. ETI shall submit monthly itemized invoices covering all charges for the services delivered during the preceding month. The submittal of an invoice from ETI to the CITY shall be based upon a successful acceptance test of each site location listed within the invoice;

d. Upon processing of a payment for an accepted site location to ETI, the CITY shall retain an amount of 5% (five percent), to be withheld until final system acceptance testing of the Project; Communication Tower Equipment and Labor costs are excluded from the City's 5% retainage pending system acceptance testing as per section 5f of the second addendum.

e. The CITY is exempt from the payment of City, State and Federal taxes, thus taxes will be excluded from any invoice pricing;

f. ETI shall not issue any purchase orders or procure any equipment, supplies or materials for the Project, without the prior written approval of the CITY;

g. Should any work performed by ETI require an hourly wage basis for payment, an invoice listing the individuals who performed the work, the individuals rate classification, hourly rate, type of work performed and the number of hours required to perform the work; shall be presented to the CITY;

h. With each invoice submitted by ETI, a lien waiver respective of the services listed in the invoice, shall also be submitted to the CITY;

i. ETI agrees to follow the provisions of accounting and record keeping as established under Section 2e of the original Contract.

7. Warranty: Per the requirements of Section 6 of the second Addendum dated December 21, 2010.

8. Independent Contractor: Per the requirements of Section 7 of the second Addendum dated December 21, 2010.

9. Work Restrictions: Per the requirements of Section 8 of the second Addendum dated December 21, 2010.

10. System Network and Monitor: Per the requirements of Section 10 of the second Addendum dated December 21, 2010.

11. Indemnify:

a. ETI agrees to indemnify, defend and hold the CITY, its directors, officers, agents and employees harmless from and against any and all losses, claims, demands, actions, suits, judgments, liabilities, injuries, damages and expenses (including but not limited to attorney fees, expense of litigation, fines and penalties) that ETI, or anyone associated with ETI, may have incurred by reason of any injury, sickness, disease or death to any person or any damage or injury to any property to the extent arising out of or occurring in connection with the wireless project or any of ETI's wrongful or negligent acts or omissions;

b. ETI warrants that any services to be provided and the use of any software, information, apparatus, documentation, method or material product furnished by ETI, under this contract, shall not infringe any patent, copyright, trade secret or other proprietary right of any third party. ETI shall, at its expense, fully defend the CITY against any and all claims, suits, actions or proceedings alleging that the use of any software, information, apparatus, documentation, method or material product or execution of services furnished by ETI, under this contract, constitutes patent infringement or a violation of any other proprietary rights;

c. ETI shall defend, indemnify and hold the CITY harmless from and against all liens and claims of lien arising out of the performance of the work completed on the Project.

12. Arbitration. ETI and the CITY shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

13. Termination:

a. This contract is subject to termination by the CITY, at its discretion, at any time within the Project's life or within any successive renewal, upon thirty (30) days written notice to ETI. ETI shall be provided a reasonable time within which to remedy such deficiencies. ETI shall be entitled to receive just and equitable compensation for any accepted work completed prior to the effective date of such termination;

b. ETI may terminate this Contract at any time for failure of the CITY to comply with any material terms or conditions of the Contract, effective thirty (30) days following receipt of such notice by the CITY. The CITY shall be provided a reasonable time within which to remedy such deficiencies;

c. ETI agrees that it is not involved in any outstanding litigation, arbitrated matter or any other dispute which, if rendered an unfavorable judgment, would reasonably have the potential to affect ETI's ability to fulfill its obligations under this Contract.

14. Confidentiality:

a. The CITY and ETI agree that the term "Confidential" relates to any and all information and documentation that is not readily available to the general public and that ETI will take all

precautions to insure that such information or documentation belonging to the CITY or the project, maintain such a confidential nature;

b. ETI agrees that all originals and copies of information, used or developed under this Contract, shall be provided to the CITY and that the CITY maintains a non-exclusive license to use any drawings, plans, spreadsheets, blueprints, schematics, flow charts or diagrams, specifications and any and all other documents, produced in any format, for any purpose;

c. The CITY agrees that ETI may retain one copy of the same information for its files;

d. ETI agrees that it may not use the CITY's or the Project's name for any promotional purposes without written prior consent from the CITY.

15. Discrimination: ETI shall comply with all applicable requirements of the CITY's Revised Non-Discrimination and Equal Employment / Affirmative Action Program Requirement Statement for Contracts and Agreements, attached hereto as EXHIBIT A.

16. Representative's Authority to Contract. By signing this Contract, the representative of ETI represents that he or she is duly authorized to execute this Contract, and that ETI has agreed to be bound by all its provisions.

17. Integration Clause: This Agreement, along with any exhibits, appendices, addendums, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. In the event of conflict between this addendum and the original contract, this addendum shall govern.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

The City of Wichita:

Carl Brewer, Mayor

Approved as to Form:

ATTEST:

Gary E. Rebenstorf
Director of Law

Karen Sublett
City Clerk

Date

Date

Electronic Technology, Inc.:

Barbara Carr
President

Date

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
 - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising,

layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

City of Wichita
City Council Meeting
March 1, 2011

TO: Mayor and City Council

SUBJECT: Lawrence-Dumont Stadium – Artificial Turf Replacement
(District IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the contract.

Background: Lawrence-Dumont Stadium is a historic baseball stadium and home to the Wichita Wingnuts, a member of the American Association of Independent Baseball. The stadium is one of the oldest facilities for professional baseball still in use in the United States. The current artificial turf infield is well beyond its life expectancy of 10 years. On May 11th, 2010, the City Council approved the initiation and resolution of funding from the 2009-2018 Capital Improvement Program (CIP) to replace the aging artificial turf infield. There are numerous locations where the seams of the turf have separated, creating substantial hazards to players, as well as a detrimental effect on playability. A Request for Proposal was issued on January 11, 2011 with responses received from six turf installation contractors: ATG Sports, Hellas Construction, Shaw Sportex, Mid-America Golf, ATURF, and Byrne & Jones Sports. The Staff Screening and Selection Committee recommended ATG Sports based on completeness of proposals, ability to meet schedule, and overall ability to complete the project under budget.

Analysis: Considerable work has been done over the years to update the facility, however there is an ongoing need to keep the stadium functional and maintain both a satisfactory level of fan enjoyment, as well as an acceptable level of play and player's safety. The additional work will include new turf, 13x9 NBC logo, Lawrence-Dumont Stadium script logo at home plate, and a voluntary alternate to expand the dugouts by approximately 4'-0" outward, almost doubling the current size.

Financial Considerations: The contract amount for this work is \$889,967. Funding is available within the existing project budget.

Goal Impact: This project addresses the Quality of Life goal by providing an entertainment facility that is code compliant and offers current technology in an historic setting.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that Council approve the contract and authorize the necessary signatures.

Attachment: Contract.



AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-second day of February in the year 2011
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)(Name and address)

The City of Wichita, Kansas
455 N. Main – 8th Floor
Wichita, Kansas 67202

and the Contractor:

(Name, legal status, address and other information)(Name and address)

ATG Sports Industries, Inc.
317 E. Commerce
Andover, KS 67002

for the following Project: The Project is (FP130005):

(Name, location and detailed description)(Name and Location)

Lawrence Dumont Stadium
Turf Replacement
300 S. Sycamore Street
Wichita, KS 67213-4601

The Architect:

(Name, legal status, address and other information)(Name and address)

Schaefer Johnson Cox Frey & Associates, PA
257 N. Broadway
Wichita, Kansas 67202-2317

Architect's Project No.: 2936.10

The Owner and Contractor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

AIA Document A101[™] – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. This AIA Document is protected by U.S. Copyright Law and International Treaty. Unauthorized reproduction or distribution of this AIA Document in any portion or in any form may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:37:42 on 02/23/2011 under Order No.0969696302_1 which expires on 09/12/2011, and is not for resale.

User Notes:

(1513125962)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract-Contract, together with the Performance Bond and Payment Bond, if any, represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9-8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 ~~The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.~~

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

~~If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows: The date of commencement will be fixed in a written Notice to Proceed issued by the Owner.~~

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than (—) days from the date of commencement, or as follows: April 30, 2011.

Init.

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents. In the event the Contractor, without excuse, fails to achieve Substantial Completion within the Contract Time, the Contractor shall pay to the Owner as liquidated damages, and not as a penalty, the sum of Five Hundred Dollars (\$500.00) for each and every calendar day following the end of the Contract Time until Substantial Completion is achieved; provided, that the Contractor shall not be liable for liquidated damages for a day, or days of excusable delay occurring during such period following the end of the Contract Time.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum ~~in current funds~~ for the Contractor's performance of the Contract. The Contract Sum shall be ~~(\$)~~ Sum, including Alternates listed in Section 4.2 shall be Eight Hundred Eighty-nine Thousand Nine Hundred Sixty-six Dollars and Sixty-seven Cents (\$ 889,966.67), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Base Bid:	Ram Turf Monofilament Fiber and polyethylene root zone fiber	\$ 850,000.00
Alternate One	Additional Two Years of warranty to the base (rock and Drainage) warranty for a total of Four Years	14,766.67
Alternate Three	One 'W' Logo	2,000.00
Alternate Four:	Two On-Deck Circles with Logo	1,000.00
Alternate Five:	'Lawrence-Dumont Stadium' Logo	1,000.00
Voluntary Alternate:	Expand Both Dugouts	19,200.00
Quote:	One additional 'NBC' Logo	2,000.00
Total Contract Amount		889,966.67

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)(\$ 0.00)
Asphalt Removal and Repair		\$3.50 per square foot

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment properly submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows: month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment ~~of the certified amount~~ to the Contractor not later than the Twenty-first (21st) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor and approved by the Architect and the Owner in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect ~~may require. This schedule, unless objected to by the Architect, and the Owner may require. This schedule, when and only when approved in writing by the Architect and the Owner,~~ shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall ~~show set forth~~ the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- 1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the approved schedule of values, less retainage of ~~percent (- %).~~ Ten (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™ 2007, General Conditions of the Contract for Construction; 7.3.8 of AIA Document A201™-1997 as modified.
- 2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction ~~(or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of - percent (- %); less retainage of Ten (10%);~~
- 3 Subtract the aggregate of previous payments made by the Owner; and
- 4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201 2007, A201-1997 as modified.
- 5 Subtract amounts, if any, being withheld by the Owner as provided in the Contract Documents.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- 1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, ~~less such amounts as an amount equal to Five Percent (5%) thereof as the Architect shall determine for incomplete Work, retainage applicable to such work and or defective Work, or both and unsettled claims; and~~ (Section 9.8.5 of AIA Document A201 2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- 2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201 2007, A201-1997, as modified.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.) as stated in General Conditions paragraph 9.6, Progress Payments.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, A201-1997 as modified, and to satisfy other requirements, if any, which extend beyond final payment; and
- 2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after (1) The Contractor has fully performed the Contract as provided in Clause 5.2.1.1, and (2) the issuance of the Architect's final Certificate for Payment, or as follows: Payment.

ARTICLE 6 ~~DISPUTE RESOLUTION~~

ARTICLE 6 ~~TERMINATION OR SUSPENSION~~

§ 6.1 ~~INITIAL DECISION MAKER~~

~~The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997, as modified.~~

~~(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)~~

§ 6.2 ~~BINDING DISPUTE RESOLUTION~~

~~For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows: The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997, as modified.~~

~~(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)~~

☐ — Arbitration pursuant to Section 15.4 of AIA Document A201-2007

☐ — Litigation in a court of competent jurisdiction

☐ — Other (Specify)

Init.

AIA Document A101™ - 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA Document is protected by U.S. Copyright, Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:37:42 on 02/23/2011 under Order No.0969696302_1 which expires on 09/12/2011, and is not for resale.

User Notes:

(1513125962)

ARTICLE 7 ~~TERMINATION OR SUSPENSION~~
ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007. Where reference is made in this Agreement to a provision of AIA Document A201-1997 as modified or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007. Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

Intentionally left blank

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provisions. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements, such as written disclosures or waivers.)

ARTICLE 8 ~~MISCELLANEOUS PROVISIONS~~

§ 7.3 The Owner's representative is:
(Name and address)

Jeff Myers
City of Wichita
455 N. Main
Wichita, KS 67202

§ 7.4 The Contractor's representative is:
(Name and address)

Paul Driver
ATG Sports Industries, Inc.
317 E. Commerce
Andover, KS 67002

§ 7.5 In the absence of an emergency, neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 7.6 Other Provisions:

None

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 8.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997 as modified.

Init.

<u>Document</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
§ 8.1.4 The Specifications are those contained in the Project Manual dated January 2011, and are as listed on the "Table of Contents" of the Project Manual.			

<u>Section</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
§ 8.1.5 The Drawings are as follows, and are dated January 2011			

<u>Number</u>	<u>Title</u>	<u>Date</u>
C21.1	Site Survey	
C22.1	Site Plan	
C22.2	Turf Color Plan	
C22.3	Mechanical & Electrical Plans	
C23.1	Details	

§ 8.1.6 The Addenda along with any attachments enumerated therein (if any) are as follows:

<u>Number</u>	<u>Date</u>	<u>Pages</u>
One	20 January 2011	AD1-1 thru AD1-2
Two	25 January 2011	AD2-1

§ 8.1.7 Other documents, if any, forming part of the Contract Documents, are listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 as modified provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Proposal from ATG Sports Industries, Inc.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

§ 8.3 The Owner's representative:
(Name, address and other information)

Init.

§ 8.4 The Contractor's representative:
(Name, address and other information)

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

~~ARTICLE 9 — ENUMERATION OF CONTRACT DOCUMENTS~~

ARTICLE 9

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

Init.

AIA Document A101™ - 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WAFA101-03. This AIA Document is protected by U.S. Copyright law and International Treaties. Unauthorized reproduction or distribution of this AIA Document or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:37:42 on 02/23/2011 under Order No.0969696302_1 which expires on 09/12/2011, and is not for resale.

User Notes:

(1513125962)

1. AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
2. Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER (Signature)

The City of Wichita, Kansas
 Carl Brewer, Mayor
(Printed name and title)

CONTRACTOR (Signature)

ATG Sports Industries, Inc.
 Paul Driver, CEO
(Printed name and title)

Approved as to Form:

Gary E. Rebenstorf, Director of Law

Attest:

Karen Sublett, City Clerk

ARTICLE 10 — INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WAP/ALC. This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:37:42 on 02/23/2011 under Order No.0969696302_1 which expires on 09/12/2011, and is not for resale.

User Notes:

(1513125962)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and international treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:37:42 on 02/23/2011 under Order No.0969696302_1 which expires on 09/12/2011, and is not for resale.

User Notes:

(1513125962)

City of Wichita
City Council Meeting
March 1, 2011

TO: Mayor and City Council Members

SUBJECT: Supplemental Design Agreement for Tyler Road Improvements, between 21st Street North and 29th Street North
(District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the supplemental agreement.

Background: On August 24, 2010, the City entered into an agreement with Baughman Company, P.A. to prepare a design concept for improvements to Tyler Road, between 21st Street North and 29th Street North. The fee was \$51,560. The design concept has been completed and a supplemental agreement has been prepared for the preparation of construction plans.

Analysis: The proposed design concept is a three-lane roadway with two through lanes and a center two-way left turn lane. The design of the project is being expedited to provide an opportunity to bid and complete the project this year.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$212,325 and will be paid by General Obligations bonds. Funding is included in the project budget.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow through a major transportation corridor.

Legal Considerations: The supplemental agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the supplemental agreement and authorize the necessary signatures.

Attachments: Supplemental agreement.

SUPPLEMENTAL AGREEMENT
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED AUGUST 24, 2010
BETWEEN
THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE
"CITY"
AND
BAUGHMAN COMPANY, P.A.
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated August 24, 2010) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **TYLER FROM 21ST STREET NORTH TO 29TH STREET NORTH** (Concept) (Project No. 472 84921).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

TYLER FROM 21ST STREET NORTH TO 29TH STREET NORTH (Design)
(Project No. 472 84921) (see Exhibit "C")

- Roadway (including reworking medians at the 21st St Intersection)
- Additional northbound lane north of 21st St

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

472 84921

\$212,325.00

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by **July 1, 2011**;

EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this 1st day of March, 2011.

CITY OF WICHITA

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY

N. Brent Wooten, President

ATTEST:

February 2, 2011

Gary Janzen, P.E.
City of Wichita
Department of Engineering
455 N. Main, 7th Floor
Wichita, KS 67202

RE: Tyler Road – 21st to 29th
Supplemental Fee Request

Dear Mr. Janzen:

Per the City's request to move forward with the roadway design of this Project, please consider this letter as our formal request for a supplemental modification to our existing Concept contract. I have listed below some of the important design issues that our firm will be addressing during the design of this Project. I have also included a spreadsheet with a breakout of the various man-hours for your review. Some of the more pertinent design features and/or issues associated with this Project are listed below:

- Decorative large-stone retaining wall feature along the east side adjacent to the Reflection Ridge Subdivision and also against the Fossil Rim Subdivision at the north end of the Project.
- New Outfall Design into the Sterling Farms pond to save the existing 54 inch Storm Sewer along the west side of the roadway.
- Specially designed drainage structure(s) required to enclose the large elliptical pipes that convey the drainage from the Reflection Ridge Golf Course to the Sterling Farms pond.
- A comprehensive Landscaping and Irrigation Plan will be part of this design that will include an intricate tree removal plan and planting plan for new trees.
- An offsite drainage study and analysis to determine the most efficient and economical method of grading against an established subdivision with backyard drainage problems.
- Work closely with Kansas Gas to minimize impacts to their existing gas line throughout the Project and their facilities at the north end of this Project.

As part of our scope of services, I will provide to your office in the next couple weeks a comprehensive document that specifically states the limits, geometrics and overall nature of the improvements to be completed within this corridor.

For the design portion of this work, we are requesting \$212,325 to deliver to the City complete construction plans that will allow the City to obtain concise and competitive bids. It is our intent to focus as much of our resources as possible to this Project in order to complete these plans by no later than July 1st, of this year. In doing so, this will allow the City to bid and build this corridor though late summer and fall, provided the roadway can be closed to through traffic. This fee also includes coordinate staking plans for City crews, and monitoring and assistance to the Construction Engineer throughout construction.

Tyler Voth, P.E., will be the Project Manager and Lead Engineer for this Project, as he has completed the Concept Study for this Project earlier. Gary we appreciate the opportunity to provide you with this request, and as always we

much enjoy working with you and your staff. Should you have any questions or need more clarification on this request, please email me at jbradley@baughmanco.com or give me a call me at 262-7271. Thank you.

Most Respectfully,

Baughman Co. P.A.
Jerrold F. Bradley, Jr., P.E., L.S.
Capital Projects Director

cc: Tyler Voth, P.E.
File

**City of Wichita
City Council Meeting
March 1, 2010**

TO: Mayor and City Council

SUBJECT: Change Order: City Hall Landscape and Security Enhancements (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: In September 2003, the City Council approved a contract with Schaefer Johnson Cox Frey Architecture (SJCF) for architectural services related to enhancing City Hall security through a redesign of first floor, exterior landscaping features and access to the auto service tunnel. On September 21, 2004, the City Council authorized expanding the scope of work to include parking lot modifications and a redesign of the atrium. On May 24, 2005, the City Council authorized expanding the project again to replace the emergency generator and install it at a new exterior location. On August 4, 2009, the City Council approved a contract with Key Construction to complete the final phase of the project which included parking lot modifications, security bollards, and landscaping improvements on the entire City Hall campus. During construction, eight items were added or changed to cover unforeseen issues during this final phase. A change order has been prepared for the additional work.

Analysis: The additional work consists of correcting areas of non-compliant sidewalk and paving under the Americans with Disability Act, domestic water service relocation, due to existing domestic service water meter vault not having sufficient cover with new grades to prevent possible freezing of water line, and the addition of a 70' flag pole making a total of three flagpoles, similar to the original design of the City Hall Complex, as well as individual flood lighting for all three flagpoles. In addition, considerable amendment to the imported top soil was needed to adjust the soil pH level in order to support healthy fescue and planting bed materials. This was achieved by the addition of sulfur, at a rate specified by the landscape architect, and turf specialist from the Sedgwick County Extension Office.

Financial Considerations: The total cost of the additional work is \$70,195. The original contract amount is \$3,196,000. This change order represents 2.19% of the original contract amount. Funding is available within the existing project budget. The project is now substantially complete.

Goal Impact: This change order addresses the Safe & Secure Community goal by maintaining and improving public safety.

Legal Considerations: The Change Order has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

Attachments: Change Order.



AIA®

Document G701™ – 2001

Change Order

PROJECT (Name and address):

City of Wichita
 City Hall Security & Landscape
 Enhancements
 455 N. Main
 Wichita, KS 67202

CHANGE ORDER NUMBER: One (1)**DATE:** 17 November 2010**OWNER:** ☒**ARCHITECT:** ☐**CONTRACTOR:** ☐**FIELD:** ☐**OTHER:** ☐**TO CONTRACTOR (Name and address):**

Key Construction, Inc.
 741 W. Second Street
 Wichita, KS 67203

ARCHITECT'S PROJECT NUMBER: 2671.50**CONTRACT DATE:** 18 August 2009**CONTRACT FOR:** General Construction**THE CONTRACT IS CHANGED AS FOLLOWS:***(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*

1. See attached.

TOTAL ADD: \$70,195.00

The original Contract Sum was

\$ 3,196,000.00

The net change by previously authorized Change Orders

\$ 0.00

The Contract Sum prior to this Change Order was

\$ 3,196,000.00

The Contract Sum will be increased by this Change Order in the amount of

\$ 70,195.00

The new Contract Sum including this Change Order will be

\$ 3,266,195.00

The Contract Time will be unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is Unchanged

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Schaefer Johnson Cox Frey & Associates

Key Construction, Inc.

City of Wichita

ARCHITECT (Firm name)**CONTRACTOR (Firm name)****OWNER (Firm name)**

257 N. Broadway, Wichita, KS 67202

741 W. Second Street, Wichita, KS 67203

455 N. Main, Wichita, KS 67202

ADDRESS**ADDRESS****ADDRESS****BY (Signature)****BY (Signature)****BY (Signature)**

Justin Graham, AIA, Associate

Cory Beasley, PM

(Typed name)**(Typed name)****(Typed name)**

11-18-2010

12-18-10

2-16-11

DATE**DATE****DATE**



PUBLIC WORKS – BUILDING SERVICES DIVISION

November 17, 2010
CHANGE ORDER

To: Key Construction
741 West Second
Wichita, Kansas 67203

Project: City Hall Security & Landscape

Change Order No.: 1
Purchase Order No.: 930874
CHARGE TO OCA No.: 792531/792409

Project No.: 435452
OCA No.: 792531
PPN:

Please perform the following extra work at a cost not to exceed \$70,195.00

Additional Work:

- A. Furnish and install one additional 70' flagpole, as well as providing individual flood lights for all three flagpoles mounted on arms approximately 10' above grade on each pole. Work to include all electrical, structural, and hoisting services.
- B. Relocate domestic water line service vault located on the north side of City Hall in order to keep sufficient cover of domestic water main in accordance with new landscape grading. Work to include new meter vault, 6" main line, and all appropriate fittings. New water meters and installation of meters to be provided by City of Wichita Water Dept.
- C. Eliminate detector check valve and vault from 8" fire sprinkler main service to building. Eliminate vault, check valve, all related fittings. Work to include installation of temporary Fire Department Connection as approved by Fire Marshal. Work to include the offset of the fire sprinkler line to avoid conflict with new cooling tower pump pit.
- D. Replace fill material for cooling tower pit and backfill found to be contaminated with clean fill and hauling away of contaminated soils to waste facility.
- E. Numerous site revisions to comply with the Americans with Disability Act (ADA) located at various locations on City Hall Campus dealing with slopes of sidewalks, ADA parking revisions, cross slopes, and accessible path obstructions.
- F. Key Construction direct costs for the handling and processing of contaminated soils.
- G. Additional irrigation added to northwest corner of campus, originally left out of design due to legal clarifications on plat.
- H. Repair of broken storm sewer line found to be damaged during a prior construction project, located at north side of City Hall along Main Street.

Reason for Additional Work:

- A. City of Wichita desires to return to the original design of City Hall landscape which included 3 flagpoles, one each for the American, State, and City flags. City staff would also like the opportunity to illuminate the flag poles in the event of an evening activity or event taking place at the new Police Memorial, with the flag plaza creating a backdrop to the memorial.
- B. Design of the project on the north side of City Hall includes a significant change in the existing grading of the landscaping. The existing domestic water service meter vault was overlooked during the design, and would have been above grade if left in the current location, as well as the 6" water service main not having sufficient cover to remain under the frost line and protect from freezing.

- C. Current UBC codes and life safety certification standards no longer require a double check valve to be located on the exterior of the building, if one exists on the interior of the building. Design included re-locating the existing vault containing the exterior check valve to a location beyond the new cooling tower location. This work is no longer required. Pricing reflects the installation of temporary Fire Department Connection for emergency connection to the sprinkler system by Fire Department.
- D. During excavation of the new cooling tower pit, approximately 900 tons of contaminated fill material that had to be replaced with new fill material to avoid further delays to the project.
- E. OCI plan review requirements to address existing ADA issues. This portion of the Change Order will be funded by ADA CIP funds.
- F. Key Construction incurred considerable costs and man-hours in the sorting, handling, and storing/protecting the contaminated soils found during excavation per Kansas Department of Health and Environment (KDHE) standards.
- G. Additional irrigated area located at northwest corner of campus. Area was originally intentionally left off of design due to dispute with neighboring land owner and final plat dealing with final use of the area.
- H. An 8" storm sewer line was discovered during work along Main Street that had been damaged during prior installation of irrigation system on City Hall Campus. Approximately 25' of 8" pipe had to be excavated, replaced, and backfilled.

<u>Item</u>	<u>Negot'd/Bid</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extension</u>
(A) Flagpole and Lighting	Bid	1	\$15,229.00	\$15,229.00
(B) Domestic Service Relocation	Bid	1	\$24,048.00	\$24,048.00
(C) Delete Double Check Valve	Bid	1	(\$1,180.00)	(\$1,180.00)
(D) Replace Contaminated Fill	Bid	1	\$7,457.00	\$7,457.00
(E) ADA Revisions	Bid	1	\$15,135.00	\$15,135.00
(F) Contaminated Soil Handling	Bid	1	\$4,938.00	\$4,938.00
(G) Additional Irrigation NW Corner	Bid	1	\$3,201.00	\$3,201.00
(H) Repair of Storm Sewer Pipe	Bid	1	\$1,369.00	\$1,369.00

CIP Budget Amount: \$3,558,954.09

Original Contract Amt.: \$3,196,000.00

Consultant: SJCF

Current CO Amt.: \$70,195.00

Exp. & Encum. To Date: \$3,196,000.00

Amt. of Previous CO's: \$0

Total of All CO's: \$70,195.00

CO Amount: \$70,195.00

% of Orig. Contract / 10% Max.: 2 %

Unencum. Bal. After CO: \$292,759.09

Adjusted Contract Amt.: \$3,266,195.00

Recommended By:

Approved:

Jeff Myers
Project Manager

Date

Ed Martin
Building Services Manager

Date

Approved:

Approved:

Rob Gehrer
Key Construction

Date

Jim Armour, P.E.
City Engineer
Co-Director of Public Works & Utilities

2-16-11

Date

Approved as to Form:

Gary Rebenstorf
Director of Law

Date

By Order of the City Council:

Carl Brewer
Mayor

Date

Attest: _____
City Clerk

**City of Wichita
City Council Meeting
March 1, 2011**

TO: Mayor and City Council

SUBJECT: Change Order No. 1: Historic Dunbar Theater Renovation Phase I (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the policy waiver and change order.

Background: On September 14, 2010, the City Council approved a construction contract with Martin K. Eby Construction Company, Inc for Historic Dunbar Theater Renovation Phase I. The work involved demolishing the old roof covering while retaining and using the existing structural support for a new roof. After the old roof covering was demolished, structural deficiencies were discovered which threatened to affect the structural stability of the building. A change order has been prepared for the cost of the additional work

Analysis: The work consists of repairing several deficiencies to maintain the building's structural stability and safety, removing a metal deck plate discovered under built-up roof, and stabilizing the wall structure.

Financial Considerations: The total cost of the additional work is \$11,365. Funding is available within the project budget. The original contract amount is \$93,900. This change order represents 12.1% of the original contract amount, which exceeds the City Council policy that limits change orders to 10% of the original contract amount.

Goal Impact: This project addresses the Efficient Infrastructure goal by maintaining and optimizing public facilities.

Legal Considerations: The Law Department has approved the change order as to form, subject to City Council approval of this increased expenditure.

Recommendation/Action: It is recommended that the City Council waive the 10% limit on the change order, approve the change order and authorize the necessary signatures.

Attachments: Change order.



12/20/2010

PUBLIC WORKS – BUILDING SERVICES DIVISION**CHANGE ORDER**

To: Martin K. Eby Construction Co, Inc.
610 N. Main
P.O. Box 1679, Wichita, KS 67202

Project: Historic Dunbar Theater Exterior
Envelope Renovation – FB 030171

Change Order No.: One (1)
Purchase Order No.: 030761
CHARGE TO OCA No.: 602066

Project No.: N/A
OCA No.: 602066
PPN: 862066

Please perform the following extra work at a cost not to exceed \$11,365.00

Additional Work:

1. Repair coping caps.....\$695.00
2. Execute the following repair works:
 - Ø Cover two door openings with 2"x4" framing, plywood and caulking
 - Ø Cover two louver and two vent openings with 2"x4" framing, plywood and caulking
 - Ø Excavate and backfill around three ground wells and one air chase
 - Ø Infill ground level air chase with CMU block
 - Ø Repair chimney by removing damaged portion and purging smooth
 - Ø Repair miscellaneous holes by purging smooth

.....\$3,070.00
3. Construct joist bearing as per new detail.....\$1,660.00
4. Remove west concrete footings.....\$520.00
5. Remove 1/16" thick plate on existing metal deck.....\$4,790.00
6. Support west wall channel with 6 No. 2"x2" angles.....\$630.00

TOTAL OF COMPLETED WORK..... \$11,365.00

<u>Item</u>	<u>Negot'd/Bid</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extension</u>
1. Repair coping caps	Negot'd	LS	\$695.00	\$695.00

Reason for Additional Work..... Matching coping discovered on site – used to repair broken coping caps

<u>Item</u>	<u>Negot'd/Bid</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extension</u>
2. Execute several repair works	Negot'd	LS	\$3,070.00	\$3,070.00

Reason for Additional Work..... Prevent vandals from entering the building after clearance of bushes at the back. Repairs several deficiencies for building structural stability

<u>Item</u>	<u>Negot'd/Bid</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extension</u>
3. Construct joist bearing as per new revised structural detail	Negot'd	LS	\$1,660.00	\$1,660.00

Reason for Additional Work..... Wall structural stability discovered to be inadequate after demolition of roof covering

Item	Negot'd/Bid	Qty	Unit Price	Extension
4. Remove west footings	Negot'd	LS	\$520.00	\$520.00

Reason for Additional Work..... Buried concrete footings discovered west of the building during excavation

Item	Negot'd/Bid	Qty	Unit Price	Extension
5. Remove 1/16" thick metal deck	Negot'd	LS	\$4,790.00	\$4,790.00

Reason for Additional Work.....Metal deck plate discovered under built-up roof during demolition

Item	Negot'd/Bid	Qty	Unit Price	Extension
5. Support west wall channel with 6No. 2"x2" angles	Negot'd	LS	\$630.00	\$630.00

Reason for Additional Work..... To address structural deficiency in original drawings and specifications

CIP Budget Amount: \$294,000.00 Original Contract Amt.: \$93,900.00

Consultant: LawKingdon Architecture
Exp. & Encum. To Date: \$152,518.32

CO Amount: \$11,365.00
Unencum. Bal. After CO: \$130,116.68

Current CO Amt.: \$11,365.00
Amt. of Previous CO's: \$0
Total of All CO's: \$11,365.00
% of Orig. Contract / 10% Max.: 12.1%
Adjusted Contract Amt.: \$105,265.00

Recommended By:

Migwi Karugu
Project Manager

Date

Approved:

Ed Martin
Building Services Manager

Date

Approved:

Contractor

Date

Approved:

James Armour
Ag Director of Public Works and Utilities

Date

Approved as to Form:

Gary Rebenstorf
Director of Law

Date

By Order of the City Council:

Carl Brewer
Mayor

Date

Attest: _____
City Clerk

CITY OF WICHITA
City Council Meeting
March 1, 2011

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 1352 North Minnesota for the East 13th Street, Hydraulic to Oliver Road Improvement Project (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On November 6, 2007, the City Council approved the design concept and proposed Public Works project to widen East 13th Street North from Hydraulic to Oliver. The project will require the acquisition of all or part of 79 tracts. The road corridor improvements include adding a center turn lane, relocating the sidewalks away from the back of the curb, improving the storm sewer system and landscaping. The property at 1352 North Minnesota consists of a 13,500 square foot, vacant lot zoned for multi-family use. The north 33 feet of the property is required as road right-of-way. A 17 foot wide temporary construction easement adjacent to the proposed right-of-way is also required.

Analysis: The proposed acquisition area consists of 4,620 square feet and the temporary easement area consists of 2,380 square feet. The owner rejected the appraised offer of \$4,300, or \$0.90 per square foot for the land as right-of-way and \$0.06 per square foot for the temporary easement. The seller originally countered at \$6,500 for the proposed acquisition requiring additional compensation for both the right-of-way and the temporary easement. After negotiation the owner agreed to \$5,500 for the proposed acquisition. This amount is comprised of \$1.15 per square foot for the road right-of-way and the original appraised value for the temporary easement. While this amount is higher than what the property is deemed to be worth, settlement avoids the risk associated.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$6,500 is requested. This includes \$5,500 for the acquisition and \$1,000 for title work and other administrative fees.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving the traffic flow through a major transportation corridor.

Legal Considerations: The Law Department has approved the agreement as to form.

Recommendation/Action: It is recommended that the City Council 1) Accept the easements; 2) Approve the budget; and 3) Authorize the necessary signatures.

Attachments: Real estate purchase agreement, tract maps and aerial map.

PROJECT: 13th St. North Improvement Project DATE: July 23, 2010

COUNTY: Sedgwick TRACT NO.: 123

THE CITY OF WICHITA, KANSAS

**CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY WARRANTY DEED
AND TEMPORARY EASEMENT**

THIS AGREEMENT Made and entered into this _____ day of _____, 2010, by and between

Stanley Davis and Annette Davis, husband and wife

.4626 Atchison Way

Denver, CO 80239-4961

(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Together with a temporary construction easement (3 years) on the following described property

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Approximately 4,620 Sq. Ft. for Right of Way
Damages including but not limited to all
improvements and real property of the
landowner:

\$ 5,350.00

Approximately 2,380 Sq. Ft. for Temporary Easement
Damages including but not limited to all
improvements and real property of the
landowner:

\$ 150.00

TOTAL:

\$ 5,500.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS:

By: Stanley Davis
Stanley Davis

By: Annette Davis
Annette Davis

THE CITY OF WICHITA

ATTEST:

By: _____
Carl Brewer, Mayor

By: _____
Karen Sublett, City Clerk

MEMORANDA

Exact and full name of owner, as name appears of record:

Stanley Davis and Annette Davis, husband and wife

If mortgage or other liens, show names of holders:

N/A

REMARKS:

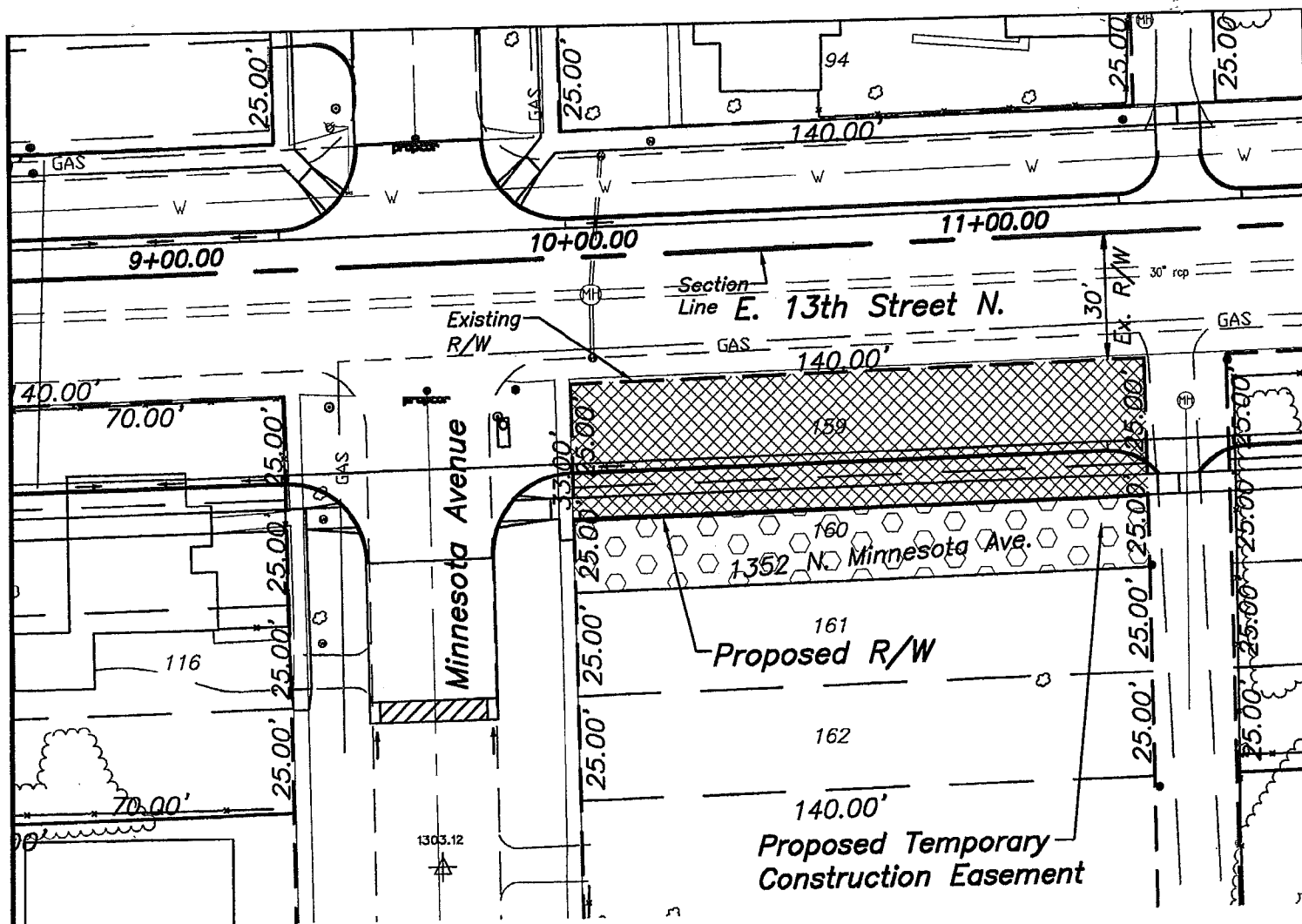
PIN/APN 125150220100200
Security Title File Number 2000325

APPROVED TO FORM:

Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

Joe Vorstenbosch
Joe Vorstenbosch, Project Manager



PROPOSED TEMPORARY CONSTRUCTION EASEMENT ACQ. LEGAL:

A tract of land in Lots 159, 160, 161, & 162, Rosenthal's 2nd Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

All of the south 17.00 feet of said Lot 160 as platted in Rosenthal's 2nd Addition.

TAX KEY #: C01049



R/W ACQUISITION

TEMPORARY CONSTRUCTION EASEMENT ACQUISITION SIZE: 2,380 sq. ft.



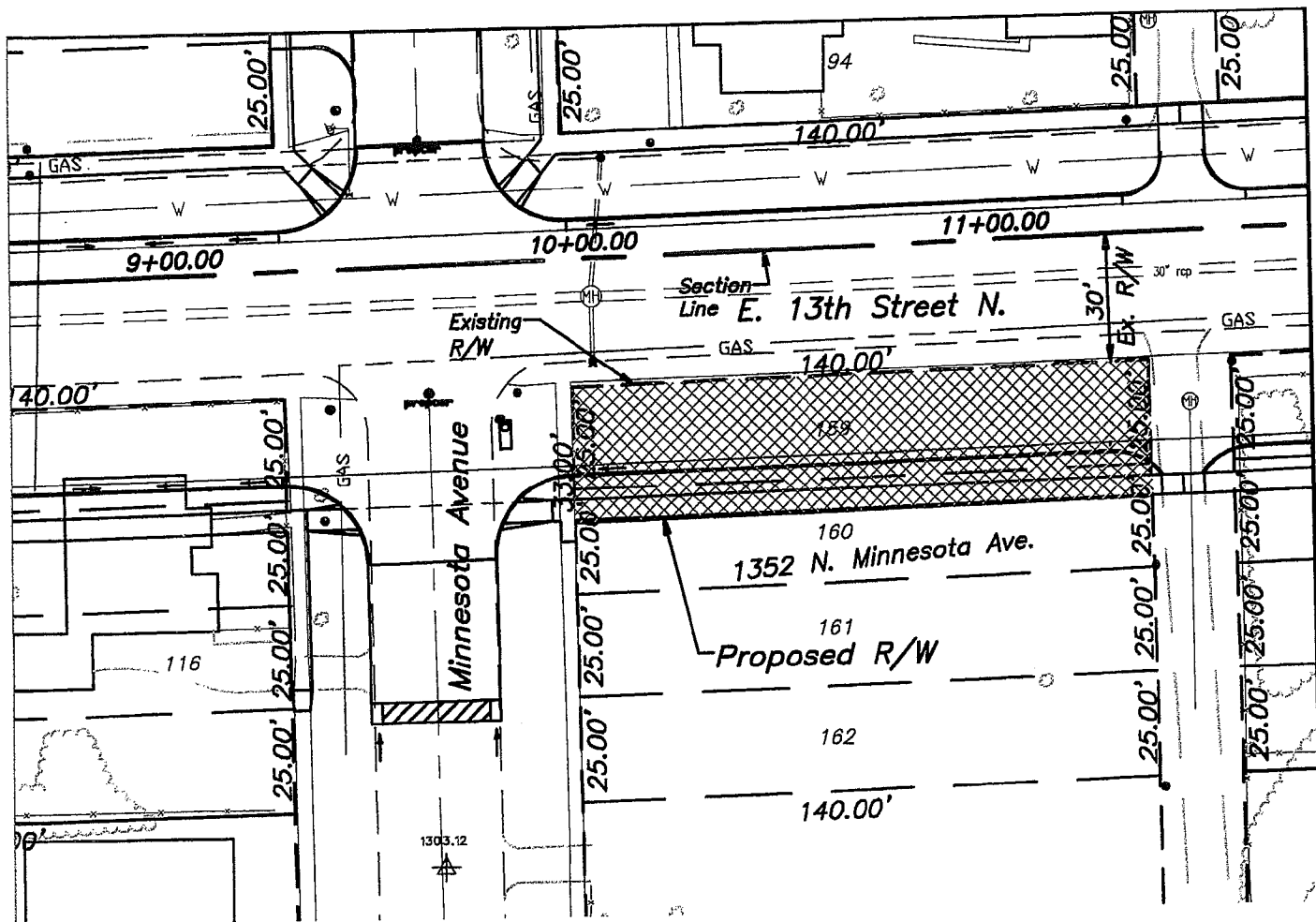
PROPOSED TEMPORARY CONSTRUCTION EASEMENT ACQUISITION

13th STREET
HYDRAULIC AVENUE TO OLIVER
TRACT MAP
STANLEY & ANNETTE DAVIS 189



SCALE: 1" = 40'

Tract No 123



PROPOSED R/W ACQ. LEGAL:

A tract of land in Lots 159, 160, 161, & 162, Rosenthal's 2nd Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

All of said Lot 159 and all of the north 8.00 feet of said Lot 160 as platted in Rosenthal's 2nd Addition.

TAX KEY #: C01049

R/W ACQUISITION SIZE: 4,620 sq. ft.

 **PROPOSED R/W ACQUISITION**

13th STREET HYDRAULIC AVENUE TO OLIVER **TRACT MAP**

STANLEY & ANNETTE DAVIS
SEC 15-T27-R1E



SCALE: 1" = 40'

Tract No. 123

1352 N Minnesota



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

CITY OF WICHITA
City Council Meeting
March 1, 2011

TO: Mayor and City Council

SUBJECT: Acquisition of 3021 East 13th Street for the East 13th Street, Hydraulic to Oliver Road Improvement Project (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On November 6, 2007, the City Council approved the design concept and proposed Public Works project to widen East 13th Street North from Hydraulic to Oliver. The project will require the acquisition of all or part of 79 tracts. The road corridor improvements include adding a center turn lane, relocating the sidewalks away from the back of the curb, improving the storm sewer system and landscaping. The property at 3021 East 13th Street North is comprised of a single-family residence. The proposed improvements impact the improvements resulting in a full acquisition. The improvements will be razed and the remnant land will be maintained as green space.

Analysis: The property at 3021 East 13th Street consists of a 942 square foot house built in 1940. The lot is comprised of 6,750 square feet. The owner agreed to accept the appraised value of \$37,000 for the property plus an additional \$13,000 for replacement housing. The owner is eligible for a replacement housing supplement plus moving costs as a result of the project. An additional \$1,800 will be paid to the owner for moving at the time of the move.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$61,800 is requested. This includes \$50,000 for the acquisition, \$1,000 for title work and other administrative fees, \$1,800 for moving costs and \$9,000 for demolition.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving the traffic flow through a major transportation corridor.

Legal Considerations: The Law Department has approved the agreement as to form.

Recommendation/Action: It is recommended that the City Council 1) Accept the easements; 2) Approve the budget; and 3) Authorize the necessary signatures.

Attachments: Real estate purchase agreement, tract maps and aerial map.

PROJECT: 13th St. North Improvement Project DATE: July 23, 2010
 COUNTY: Sedgwick TRACT NO.: 57

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY WARRANTY DEED

THIS AGREEMENT Made and entered into this _____ day of _____, 2011, by
 and between

Stanley Davis and Annette Davis, husband and wife

.4626 Atchison Way

Denver, CO. 80239-4961

(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Approximately 4,620 Sq. Ft. for Right of Way
 Damages including but not limited to all
 improvements and real property of the
 landowner:

\$ 50,000.00

Approximately N/A Sq. Ft. for Temporary Easement
 Damages including but not limited to all
 improvements and real property of the
 landowner:

\$ N/A

TOTAL: \$ 50,000.00

It is agreed to by the parties hereto that the consideration stated herein includes all benefits the seller is entitled to under K.S.A. 26-515, excepting \$1,800.00 for moving expense.

The Landowner agrees to vacate and surrender possession of the property within 30 days from the date of closing.

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS:

By: Stanley J. Davis
Stanley J. Davis

By: Annette Davis
Annette Davis

THE CITY OF WICHITA

ATTEST:

By: _____
Carl Brewer, Mayor

By: _____
Karen Sublett, City Clerk

MEMORANDA

Exact and full name of owner, as name appears of record:

Stanley J. Davis

If mortgage or other liens, show names of holders:

First Horizon Corp (Mers, as nominee for Lender)

REMARKS:

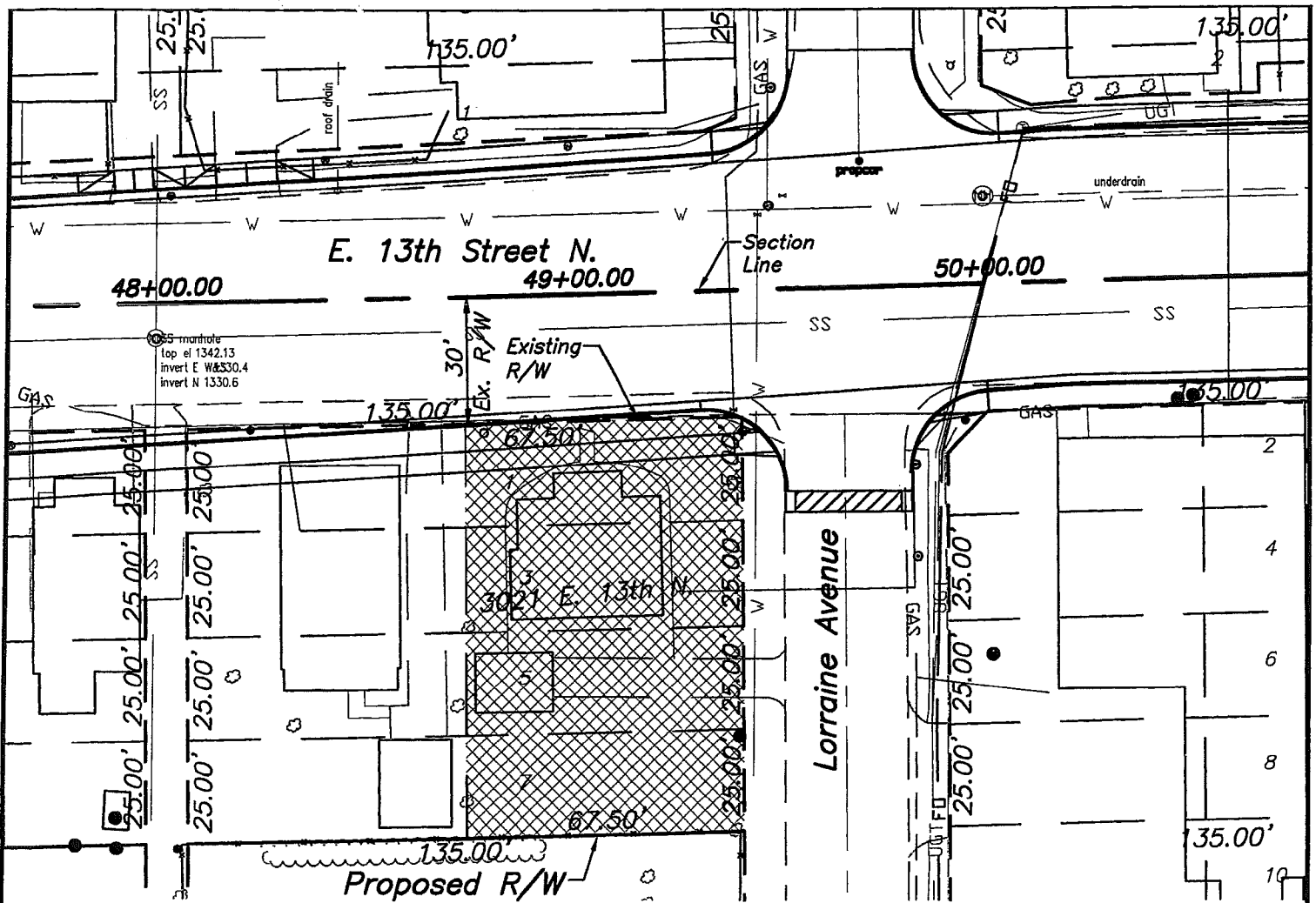
PIN/APN 125150110200100
Security Title File Number 1090466

APPROVED TO FORM:

Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

Joseph J. Vorstenbosch
Joseph J. Vorstenbosch, Project Manager



PROPOSED R/W ACQ. LEGAL:

Parts of Lots 1, 3, 5, & 7, on Lorraine Avenue in Fairmount Park Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows.

All of the East half of Lots 1, 3, 5, & 7, on Lorraine Avenue in Fairmount Park Addition.

TAX KEY #: C03030

R/W ACQUISITION SIZE: 6,750 sq. ft.



PROPOSED R/W ACQUISITION

13th STREET
HYDRAULIC AVENUE TO OLIVER
TRACT MAP

STANLEY J. DAVIS
250 15 107 015



SCALE: 1" = 40'

Tract No. 57

3021 East 13th Street North



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

CITY OF WICHITA
City Council Meeting
March 1, 2011

TO: Mayor and City Council

SUBJECT: Acquisition of a Temporary Construction Easement at 3552 South Seneca for the South Seneca, 31st Street South to Interstate 235 Road Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On April 6, 2010, the City Council approved the design concept and the funding to acquire right-of-way for the Seneca Street improvement project between 31st Street South and Interstate 235. The roadway will be widened to five lanes with four through lanes and a center, two-way turn lane. There will be new sidewalks on each side of Seneca. The traffic signals and the drainage system will be upgraded during construction. It is necessary to obtain a temporary easement from the residential property at 3552 South Seneca to facilitate construction. The temporary easement consists of 370 square feet. No improvements are impacted as a result of the project.

Analysis: The required temporary construction easement is at the driveway of 3552 South Seneca. The easement will allow the matching of the driveway grade with the newly constructed road. The seller agreed to convey the necessary easement for \$100; the established minimum offer.

Financial Considerations: The funding source for the acquisition is General Obligations Bonds. A budget of \$150 is requested. This includes \$100 for the acquisition area and \$50 for closing costs and related charges.

Goal Impact: The acquisition of this easement is necessary to ensure Efficient Infrastructure by improving an arterial street through a developed part of the City.

Legal Considerations: The Law Department has approved the Temporary Construction Easement as to form.

Recommendation/Action: It is recommended that the City Council accept the easement and approve the budget.

Attachments: Aerial map, tract map and the temporary construction easement.

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this 31st day of January, 2011, by and between Jorge Reyes, party of the first part, and the City of Wichita, Kansas, a municipal corporation, party of the second part.

WITNESSETH: That the said Grantor, in consideration of the sum of One Hundred Dollars and No Cents (\$100) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee a temporary right-of-way for the purpose of constructing, maintaining, and repairing road right-of-way, over, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

As temporary construction easement:

A tract of land lying in the Northwest Quarter, Section 8, Township 28 South, Range 1 East of the 6th P.M., Wichita, Sedgwick County, KS, more particularly described as follows:

The North 22 feet of the South 62 feet of the West 15 of Lot 8, Block 7, Brentwood, an Addition to Wichita, KS ALONG with the North 8 feet of the West 5 feet of said Lot 8.

And said Grantee, successors and assigns, is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such roadway and utility improvements beginning the date this easement is executed. This temporary easement shall expire automatically at the end of construction or at three years from execution of said document, whichever comes first.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.



Jorge Reyes

STATE OF KANSAS)

) ss: 

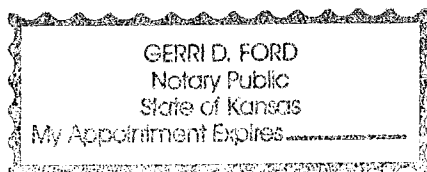
SEDGWICK COUNTY)

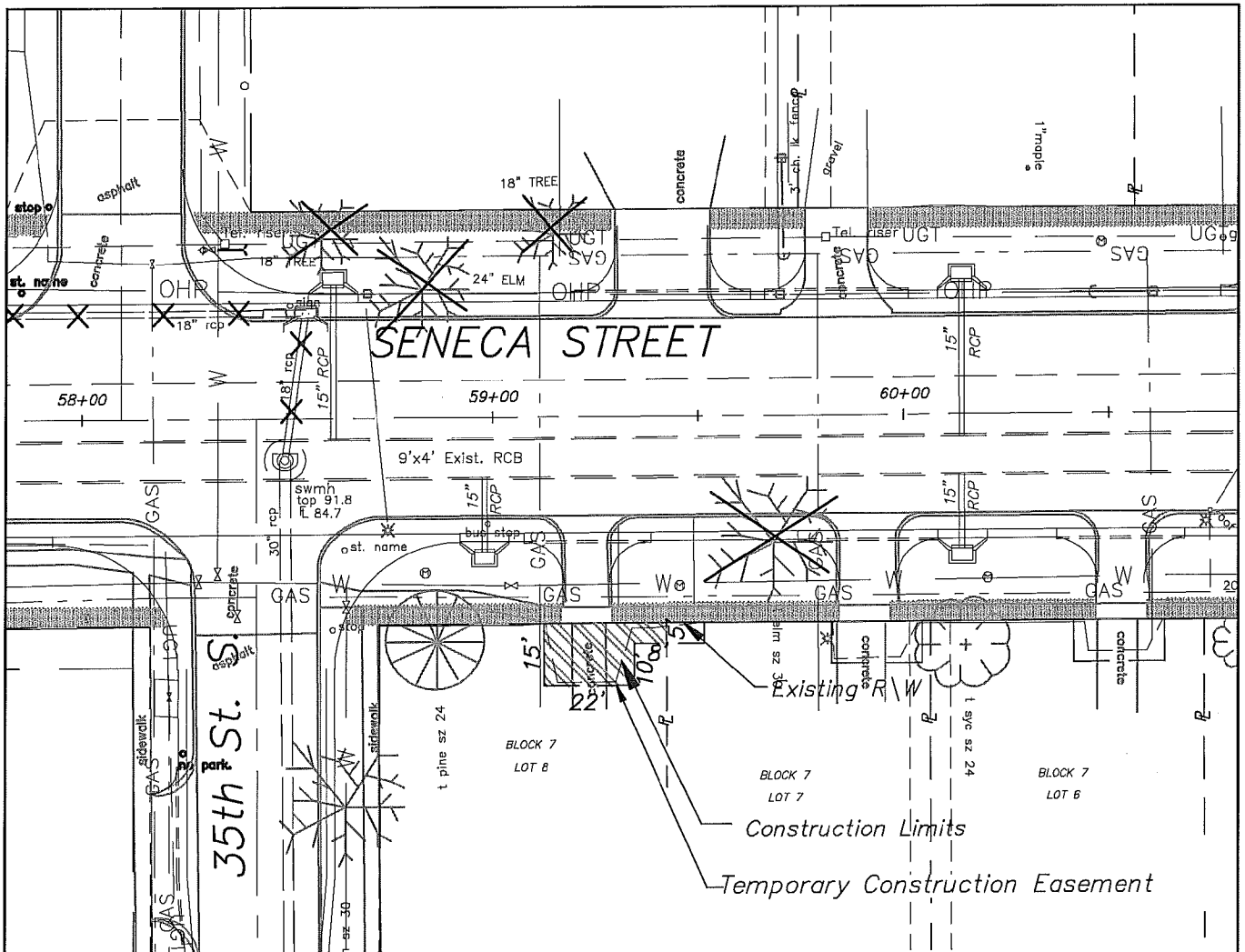
This instrument was acknowledged before me on 31 day of January, 2011 by Jorge Reyes.




Notary Public

My Commission Expires: 11-14-11





Jorge Reyes
3552 S SENECA

 Temporary Construction Easement

Proposed Temporary Construction Easement Legal Description:

A tract of land lying in the Northwest Quarter, Section 8, Township 28 South, Range 1 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas more particularly described as follows:

The North 22 feet of the South 62 feet of the West 15 feet of Lot 8, Block 7, Brentwood, an Addition to Wichita, Kansas; ALONG WITH The North 8 feet of the West 5 feet of Said Lot 8.

Tax Key # D 11195

Proposed Right-of-way Acquisition Size: 370 Sq. Ft. +/-

SENECA STREET
1-235 TO 31st STREET
TRACT MAP
JORGE REYES
SEC 8-T28S-R1E



SCALE: 1"=40'

May 03, 2010

CITY OF WICHITA
City Council Meeting
March 1, 2011

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 1403 North Yale for the East 13th Street, Hydraulic to Oliver Road Improvement Project (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On November 6, 2007, the City Council approved the design concept and proposed Public Works project to widen East 13th Street North from Hydraulic to Oliver. The project will require the acquisition of all or part of 79 tracts. The road corridor improvements include adding a center turn lane, relocating the sidewalks away from the back of the curb, improving the storm sewer system and landscaping. The property at 1403 North Yale is improved with a single-family residence. The southern 4.5 feet of the property is required as road right-of-way. A three foot wide temporary easement is required outside of the right-of-way to facilitate the construction of a new sidewalk. The improvements are not impacted by the project however; the distance of the improvements from the right-of-way line will be reduced from eleven feet to eight feet.

Analysis: The proposed acquisition area consists of 691 square feet and the temporary easement area consists of 465 square feet. The owner agreed to accept the appraised value of \$9,010, or \$0.55 per square foot for the right-of-way; \$0.08 per square foot for the temporary easement; and \$8,595 as proximity damages. The damages were estimated to be 15% of the appraised value of the property before the acquisition.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$10,010 is requested. This includes \$9,010 for the acquisition and \$1,000 for title work and other administrative fees.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving the traffic flow through a major transportation corridor.

Legal Considerations: The Law Department has approved the agreement as to form.

Recommendation/Action: It is recommended that the City Council 1) Accept the easements; 2) Approve the budget; and 3) Authorize the necessary signatures.

Attachments: Real estate purchase agreement, tract maps and aerial map.

PROJECT: 13th Street North DATE: February 8, 2011
COUNTY: Sedgwick TRACT NO.: 152

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY WARRANTY DEED
AND TEMPORARY EASEMENT

THIS AGREEMENT Made and entered into this 8th day of February, 2011, by and between
Patricia Ann Cox Simpson a.k.a. Patricia Ann Cox, a single person

1403 North Yale Blvd., Wichita, KS 67208

(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Together with a temporary construction easement (2 years) on the following described property

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Approximately 691 Sq. Ft. for Right of Way
Damages including but not limited to all
improvements and real property of the
landowner:

\$ 380.00

Approximately 465 Sq. Ft. for Temporary Easement
Damages including but not limited to all
improvements and real property of the
landowner:

\$ 35.00

Consequential Damages

\$ 8,595.00

TOTAL:

\$ 9,010.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS:

By: Patricia Ann Cox Simpson
Patricia Ann Cox Simpson

THE CITY OF WICHITA

ATTEST:

By: _____
Carl Brewer, Mayor

By: _____
Karen Sublett, City Clerk

MEMORANDA

Exact and full name of owner, as name appears of record:

Patricia Ann Cox Simpson

If mortgage or other liens, show names of holders:

Affordable Autos, Inc. (Journal Entry of Judgment) \$1,986.54

REMARKS:

PIN/APN 121110340500900
Security Title File Number 2001307

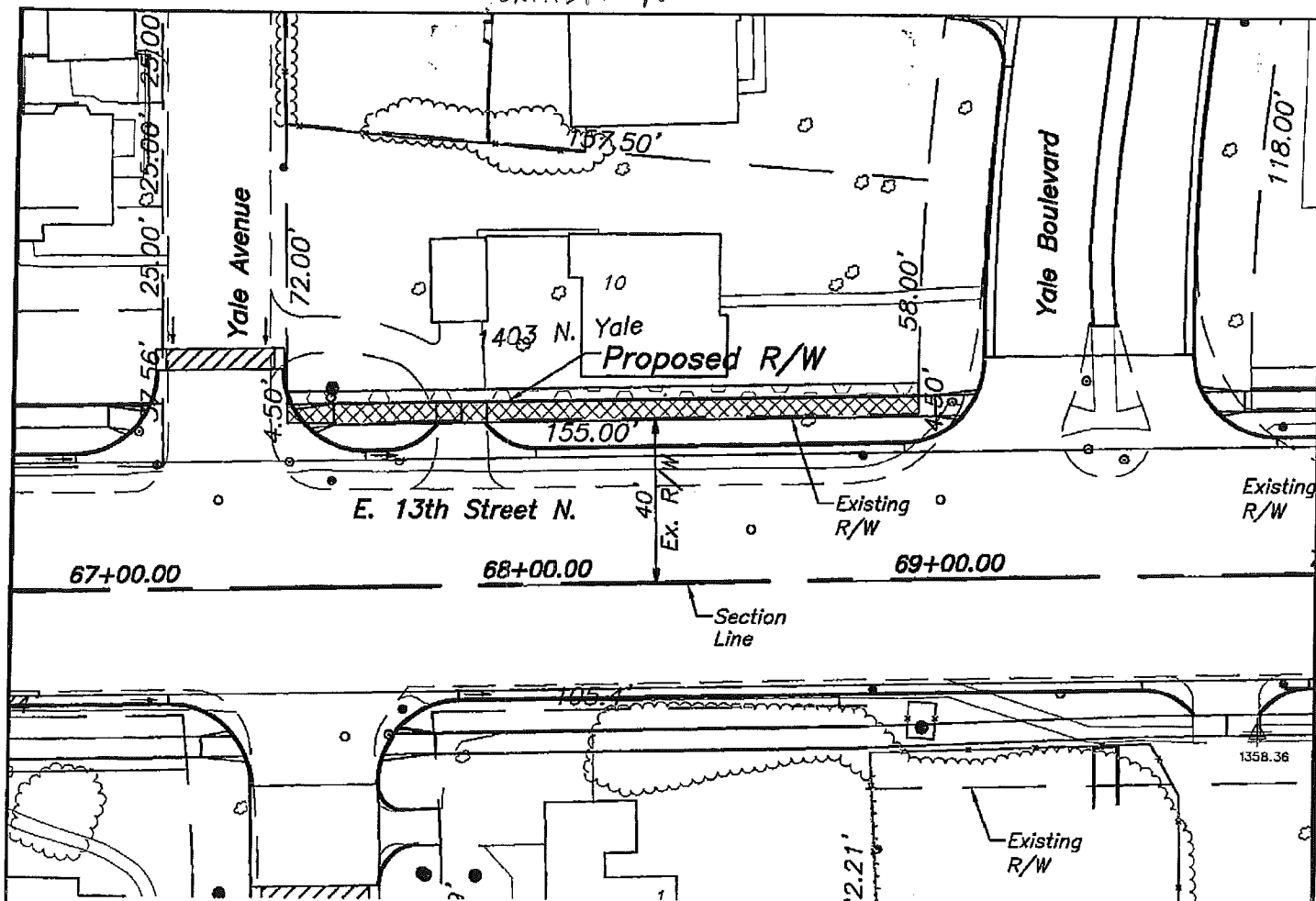
APPROVED TO FORM:

Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

Joseph J. Vorstenbosch
JOSEPH J. Vorstenbosch, Project Manager

EXHIBIT A




PROPOSED R/W ACQ. LEGAL:

A tract of land in Lot 10, Block B, Yale Heights Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

All of the south 4.50 feet of said Lot 10 Block B, as measured perpendicularly to the south line of said Lot 10, Block B, as platted in Yale Heights Addition.

TAX KEY #: C13834

R/W ACQUISITION SIZE: 691 sq. ft.

 PROPOSED R/W ACQUISITION

13th STREET
HYDRAULIC AVENUE TO OLIVER
TRACT MAP

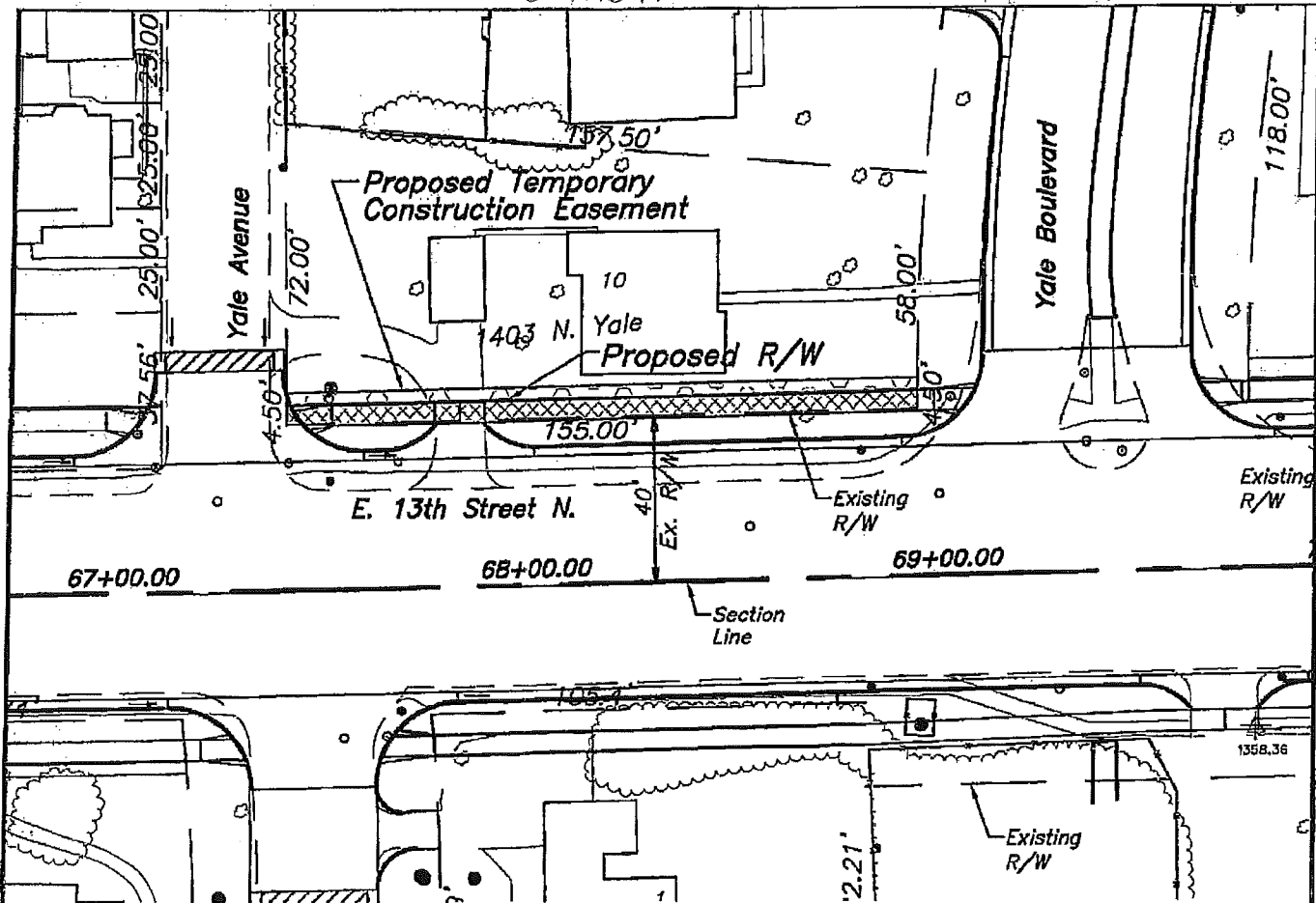
PATRICIA COX
SEC 11-T27-R1E



SCALE: 1" = 40'

Tract No. 152

EXHIBIT B



PROPOSED TEMPORARY CONSTRUCTION EASEMENT ACQ. LEGAL:

A tract of land in Lot 10, Block B, Yale Heights Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

All of the north 3.00 feet of the south 7.50 feet of said Lot 10 Block B, as measured perpendicularly to the south line of said Lot 10, Block B, as platted in Yale Heights Addition.

TAX KEY #: C13834



R/W ACQUISITION

TEMPORARY CONSTRUCTION EASEMENT ACQUISITION SIZE: 465 sq. ft.



PROPOSED TEMPORARY CONSTRUCTION EASEMENT ACQUISITION

13th STREET
HYDRAULIC AVENUE TO OLIVER
TRACT MAP

PATRICIA COX
SEC 11-T27-R1E



SCALE: 1" = 40'

Tract No. 152

1404 N Yale



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

CITY OF WICHITA
City Council Meeting
March 1, 2011

TO: Mayor and City Council

SUBJECT: Partial Acquisition of Vacant Land in the 2000 Block of East 13th Street for the East 13th Street, Hydraulic to Oliver Road Improvement Project (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On November 6, 2007, the City Council approved the design concept and proposed Public Works project to widen East 13th Street North from Hydraulic to Oliver. The project will require the acquisition of all or part of 79 tracts. The road corridor improvements include adding a center turn lane, relocating the sidewalks away from the back of the curb, improving the storm sewer system and landscaping. The vacant lot in the 2000 Block of East 13th Street North consists of 7,850 square feet and is described as being Lots 1 and 3 on Piatt Avenue in the Eleventh Street Addition to Wichita. The city requires the north fifty foot of the subject property for road right-of-way. The north fifty feet is half of the impacted property.

Analysis: The proposed acquisition area consists of 3,925 square feet. The owner rejected the appraised offer of \$4,000, or \$1.00 per square foot. The owner countered at \$10,000 or \$2.55 per square foot however; after negotiations the owner agreed to accept \$7,500, or \$1.91 per square foot. The acquisition of 3,925 square feet will limit the property's use for multi-family development or other non-residential development. As such, the settlement at \$7,500 is reasonable and prudent.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$8,500 is requested. This includes \$7,500 for the acquisition and \$1,000 for title work and other administrative fees.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving the traffic flow through a major transportation corridor.

Legal Considerations: The Law Department has approved the agreement as to form.

Recommendation/Action: It is recommended that the City Council 1) Accept the easements; 2) Approve the budget; and 3) Authorize the necessary signatures.

Attachments: Real estate purchase agreement, tract maps and aerial map.

PROJECT: 13th Street North DATE: July 22, 2010
COUNTY: Sedgwick TRACT NO.: 08

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY WARRANTY DEED

THIS AGREEMENT Made and entered into this 22nd day of January, 2010, by
and between

Joyce Alice Williams and Craig Williams, wife and husband

4736 Penrose St.

St. Louis, MO 63115

Telephone Attorney Rosanne Horan, 314.965.6898

(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Approximately 3,925 Sq. Ft. for Right of Way
Damages including but not limited to all
improvements and real property of the
landowner:

\$ 7,500.00

TOTAL: \$ 7,500.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS:

By: Joyce Alice Williams
Joyce Alice Williams

By: Craig Williams
Craig Williams

THE CITY OF WICHITA

ATTEST:

By: _____
Carl Brewer, Mayor

By: _____
Karen Sublett, City Clerk

MEMORANDA

Exact and full name of owner, as name appears of record:

Joyce Alice Williams

If mortgage or other liens, show names of holders:

n/a

REMARKS:

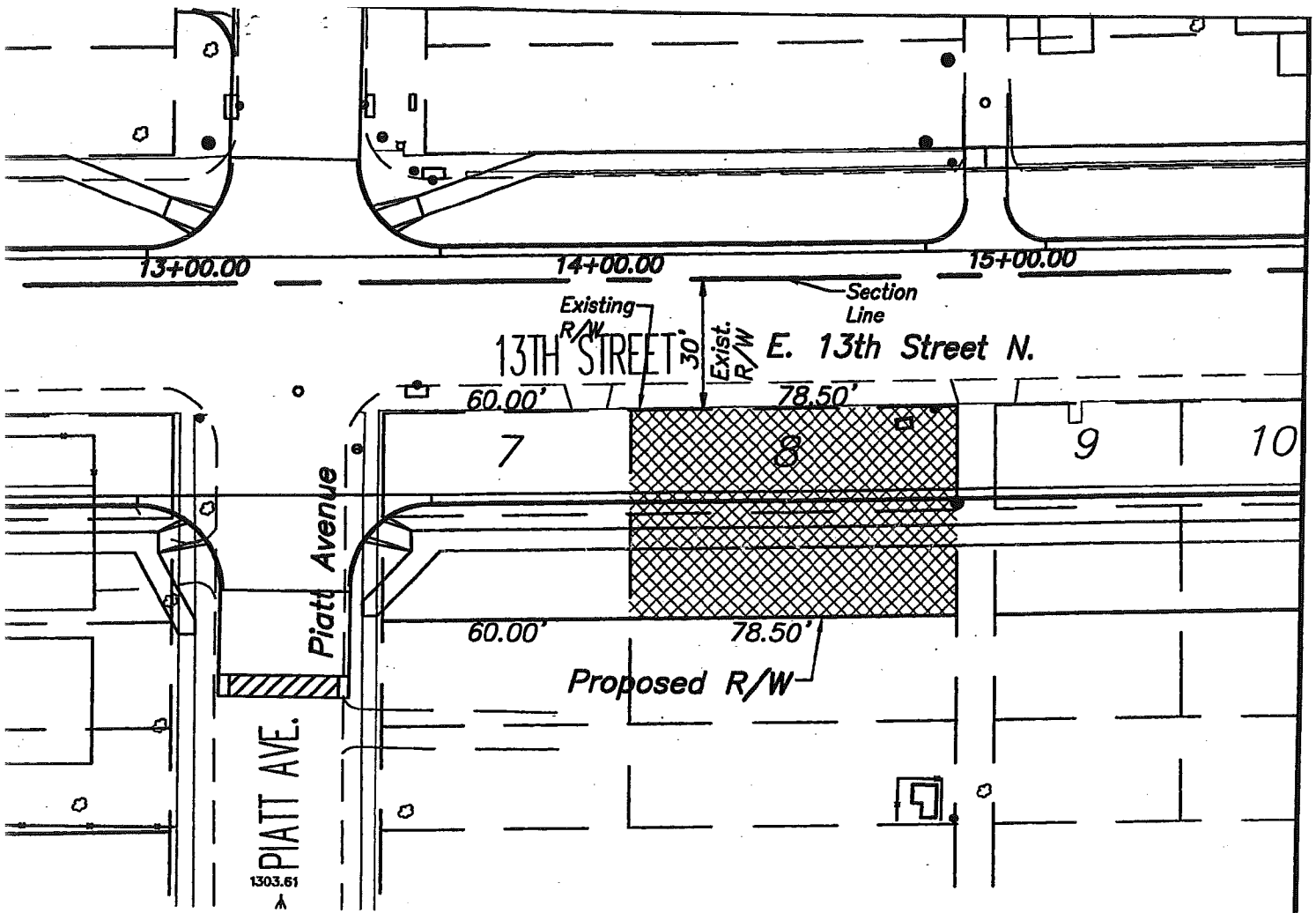
PIN/APN 125150210400400
Security Title File Number 1090220

APPROVED TO FORM:

Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

Joseph J. Vorstenbosch
Joseph J. Vorstenbosch, Project Manager



PROPOSED R/W ACQ. LEGAL:

A tract of land in Lots 1,3,5, & 7, Guy Avenue (now Piatt Avenue), Eleventh Street Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

All of lots 1 & 3, except the West 60 feet, on Guy Avenue (now Piatt Avenue) as platted in Eleventh Street Addition.

TAX KEY #: C00919

R/W ACQUISITION SIZE: 3,925 sq. ft.

 PROPOSED R/W ACQUISITION

13th STREET
HYDRAULIC AVENUE TO OLIVER
TRACT MAP
F.W. & MAMIE CROUCH
SEP 15 1927 D15



SCALE: 1" = 40'

Tract No 8

2000 Block East 13th Street North



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



**DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM**

TO: Karen Sublett, City Clerk
FROM: Gary E. Rebenstorf, Director of Law
SUBJECT: Report on Claims for January 2011
DATE: February 9, 2011

The following claims were approved by the Law Department during the month of January, 2011.

Childs, Linda	\$ 543.15
Dawson, Alcenea	\$1,380.94

*City Manager Approval
** Settled for lesser amount than claimed
***Settled for more than amount claimed
****Railroad Overspray Claim

cc: Robert Layton, City Manager
Kelly Carpenter, Director of Finance

CITY OF WICHITA
City Council Meeting
March 1, 2011

TO: Mayor and City Council Members

SUBJECT: Settlement of Lawsuit

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize payment of \$325,000 as a full settlement of this matter, plus mediation expenses of \$2,365.

Background: This action stems from damages incurred in an accident between a Wichita Transit bus and a pedestrian in December 2008.

Analysis: This matter was submitted to mediation prior to litigation, based upon acknowledged liability. The extent of that liability and the measure of future damages were still at issue. The parties voluntarily exchanged discoverable information, in order to reach a resolution. Through mediation, the parties have arrived at a resolution that is equitable to all parties.

Financial Considerations: Resolution of this claim liquidates a significant contingent liability. Funding for this settlement is from the Transit Fund operating budget.

Goal Impact: Settlement of this claim contributes to the City goal of providing a Safe and Secure Community.

Legal Considerations: The Law Department recommends acceptance of the mediated settlement terms. The claimant accepts responsibility for all subrogation claims.

Recommendations/Actions: Authorize payment of \$325,000 as a full settlement of all possible claims which are the subject of this incident, and authorize payment of the charges and expenses of the mediator in the sum of \$2,365.

City of Wichita
City Council Meeting
March 1, 2011

To: Mayor and City Council

Subject: Submission of a Historic Preservation Grant to continue South Central Neighborhood Building Survey (District I)

Initiated By: Metropolitan Area Planning Department

Agenda: Consent

Recommendation: Approve submission of the grant proposal and authorize the City Manager to sign the application.

Background: Each year the Kansas State Historic Preservation Office offers a competitive application process for Historic Preservation Fund matching grants. Certified Local Government (CLG) communities that have proposed qualified preservation projects are eligible to submit applications. Wichita has been a CLG since 1979.

In 2010, the City was awarded a grant to begin surveying the South Central Neighborhood. Three hundred eighty-one (381) structures were surveyed and documented. This application for \$24,999 will provide funding to continue to survey and document an additional 330 buildings in the South Central Neighborhood. The survey area is bounded by Morris on the north, the Arkansas River on the west, Mead Street on the east and Bayley Street rights-of-way on the south.

Analysis: This survey will identify properties eligible for historic preservation financial incentives and lay the basic groundwork for future redevelopment in the area. Some re-investment is already occurring south of Kellogg. Having a building survey of this area already completed will fast-track any projects that might require federal permits or use federal funds.

Financial Consideration: Although the application shows the required local match as “cash,” it is actually all staff time. As per the grant application instructions, paid staff time is documented as “cash” match rather than “in-kind” match. The Current Plans Manager, the Senior Management Analyst and the Historic Preservation Senior Planner will oversee the project and their staff time will provide the match for the grant. This grant is consistent with approved operating and capital budgets and the local matching requirements are properly provided and consistent with City financial requirements. No additional funding is required of the City.

Goal Impact: Continuation of the South Central Neighborhood survey will assist with the goal of creating Vibrant Neighborhoods, as well as promoting Economic Vitality.

Legal Consideration: Federal and State assurances have been provided. Its implementation will not negatively impact local development plans, zoning, land use or licensing requirements. The grant proposal has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended the City Council approve submission of the grant proposal and authorize the City Manager to sign the agreement.

Attachment: Kansas Historical Society FY2011 Historic Preservation Fund Grant Application for South Central Area 2 Survey.



Kansas Historical Society FY2011 Historic Preservation Fund Grant Application

Use this form as your application cover sheet.

1. Applicant (Subgrantee): City of Wichita Historic Preservation Office
Authorized Signatory (type or print): Robert Layton, City Manager
Authorized Signatory (signature): _____
Mailing Address: 455 N Main, 13th Floor
Wichita, Kansas 67202
2. Contact Person: Kathy L. Morgan, Senior Planner
Mailing Address: 455 N. Main, 10th Floor
Wichita, Kansas 67202-1688
Telephone Number: 316-268-4392
FAX Number: 316-268-4390
E-mail: kmorgan@wichita.gov
3. U.S. Congressional District Number: 4
4. Is this application being submitted in the Certified Local Government (CLG) category?
Yes X No _____
5. Project Title: South Central Neighborhood Survey Area 2
6. Beginning Date: June 15, 2011 Ending Date: May 31, 2012
7. Project Cost:

Total Project Cost	<u>\$42,129</u>
Federal Share (60%)	<u>\$24,999</u>
Cash Match	<u>\$17,130</u>
In-Kind Match	<u>\$</u>

FY 2010 HISTORIC PRESERVATION FUND GRANT APPLICATION

City of Wichita, Kansas
Historic Preservation Office
MAPD, 10th Floor
455 N. Main
Wichita, KS 67202
(316) 268-4392

PROJECT DESCRIPTION AND RATIONALE

1(a). The City of Wichita Historic Preservation Office proposes to expand the database of surveyed buildings through an historic building survey of a portion of the South Central Neighborhood of Wichita which was developed between 1910 and 1955. This neighborhood is immediately south of Wichita's historic central business district. This survey project continues the documentation of structures to the south of the 2010 South Central Neighborhood Survey Area 1. Survey Area 2 is bounded on the north by Morris Street, Bailey Street right-of-way (Kansas & Oklahoma Railroad) on the south, on the west by the Arkansas River and on the east by Mead Street (see South Central Neighborhood Area 2 map). There are approximately 330 parcels with extant structures. Of these 390 parcels, almost 50 percent have secondary structures associated with the main structure. Four individually listed National Register sites and one National Register Historic District are in close proximity to the survey area.

Commercial and industrial structures are located along Mead Street and the north/south railroad right-of-way. The remainder of the area between the Arkansas River and Mead Street are residential, religious and educational structures. US Census data between 1900 and 1930 identify a significant concentration of Latinos occupying the areas adjacent to the railroad tracks that form the eastern boundary of the proposed survey area.

Redevelopment of this neighborhood has only recently come to the forefront of neighborhood planning with the opening of the new downtown arena and the Downtown Master Plan development currently underway by the nationally recognized firm of Goody Clancy out of Boston, Massachusetts. This area, with its underutilized, small commercial districts and proximal affordable housing, is in a prime location to gentrify based on redevelopment of the historic commercial business district. A neighborhood survey of this area will be invaluable in guiding the future redevelopment of this mixed use neighborhood so it retains its significant historic fabric and guides new development in using compatible materials, scale and rhythm of infill construction.

In order to utilize the City of Wichita Historic Preservation Office resources to their optimum function, the Historic Preservation Office is requesting the grant funds be used to pay a consultant to perform the required field survey and data entry. Map production during the 12 month period of the grant project and some of the data entry will be performed by planning analysts and the historic preservation planner.

This project supports the list of high-priority projects identified by the State Historic Preservation Office to survey 20th century residential neighborhoods, increase knowledge and awareness of historic resources associated with minority populations in Kansas and expand the documentation and breadth of the Residential Resources 1870-1957 of Wichita, Kansas MPD (2007) written by Kathy Morgan and Barbara Hammond.

1(b). Products

The products derived from the grant request will be:

- 1) Written amendment to the Residential Resources 1870-1957, Wichita, Kansas MPD (Morgan and Hammond, 2007) expanding the ethnic historic context, documentation of neighborhood development, architectural styles and biographical information on architects and builders active in Wichita during the MPD period of significance and formal presentation to the State Historic Sites Board of Review;
- 2) Approximately 390 completed Kansas Reconnaissance Survey Forms entered into the KSHS survey database and one electronic copy of site plans and field survey photographs;
- 3) An article written for the quarterly Kansas Preservation publication; and
- 4) Monthly reports documenting the activity of the preservation office

1(c). Implementation

Monthly reports filed with SHPO Grants Manager by the 10th of each month.

June 17, 2011 Approval of consultant selection and contract.

September 2, 2011 Submit 100 completed draft survey forms into the web database for review by KSHS survey coordinator

December 16, 2011 Submit 100 completed draft survey forms into the web database for review by KSHS survey coordinator.

March 6, 2012 Submit remaining draft survey forms.

April 6, 2012 Submit draft of historic context to be incorporated into Residential Resources 1870 – 1957 Wichita, Kansas including updates to the appendices of said document.
Submit article for publication in Preservation Kansas quarterly magazine

May 11, 2012 Submission of completion report with accompanying final products and billing request.

2. The survey area is bounded on the north by Morris Street, Bailey Street right-of-way (Kansas & Oklahoma Railroad) on the south, on the west by the Arkansas River and on the east by Mead Street (see South Central Neighborhood Area 2 map). There are approximately 330 parcels with extant structures. Commercial and industrial structures are located along Mead Street and the north/south railroad right-of-way. The remainder of the area between the Arkansas River and Mead Street are residential, religious and educational structures.
3. The project area is located within the Wichita City limit and is approximately 79 acres.
4. CD of 15 digital photos included with application.

APPLICANT ORGANIZATION AND PERSONNEL

1. The Wichita-Sedgwick County Metropolitan Area Planning Department (MAPD) Historic Preservation Office is located in the Wichita City Hall, and exists under the aegis of the MAPD, Current Plans Division. The Wichita Historic Preservation Office has been housed in the Current Plans Division of the MAPD since 1979. Staff associated with the proposed project will include the: Current Plans Division Manager, Historic Preservation Senior Planner, and Current Plans Planning Aide for Mapping and Zoning. Kathy Morgan will be responsible for the project on a daily basis submitting monthly progress reports, survey products, completion reports and billing requests. Dale Miller, Current Plans Division Manager and Michael Hampel, Assistant to the Director Dale Miller, Current Plans Division Manager will provide additional oversight. .
2. Resumes are attached for Kathy Morgan, Dale Miller, Michael Hampel and Jim Schiffelbein. The personnel involved with the project meet the requirements of the Secretary of the Interior's Professional Qualification Standards for the areas of preservation planning, preservation economics, architectural history, history, anthropology, and humanities, which require a minimum of two (2) years of demonstrable experience in applying the theories, methods, and practices of historic preservation that enables in the identification, evaluation, or treatment of historic or archaeological resources.
3. N/A
4. Since 1999, the Wichita Historic Preservation Office has received grants from the Kansas State Historical Society funding 23 projects and currently has one (1) active survey grant. The grants have been used for staffing design review assistant position, national register nominations, surveys, publications, planning documents and conferences.

These grants have been administered according to reporting requirements and have been completed within the required time frame and the specified products submitted.

5. No other sources of funds have been sought for this project because actual cash matches are required and the MAPD budget does not have any available monies for match requirements.

PUBLIC EDUCATION AND IMPACT

All activities of the Historic Preservation Office are conducted in a public forum once a month and the proceedings are official public record of the Historic Preservation Board.

The South Central Neighborhood Area 2 Historic Properties Survey will chronicle eight decades of commercial, civic and residential history that will include information about specific location of minority populations here-to-fore not published in a concise historic context report. This report will be incorporated into the existing Residential Resources 19870-1957 Wichita, Kansas MPD (2007). Identification of state/national register eligible properties will guide economic development stimulated by adoption of the Wichita Downtown Master Plan in September 2010. The survey will provide a guide for residential neighborhood gentrification stimulated by housing growth projections over the next five years which have been identified in the preliminary findings of the Goody Clancy Downtown Master Plan.

PROJECT BUDGET

The project budget is attached.

BUDGET RATIONALE

All staff to be utilized in conducting the survey meets Secretary of the Interior's Professional Qualification Standards for the areas of preservation planning, architectural history, history, anthropology, and humanities as it pertains to their daily planning activities.

CITY MATCH	\$17,130.00
-------------------	--------------------

Administrator – Current Plans Division Manager (\$60.50/hr @ 30 hours)	\$ 1,815.00
Assistant to the Director (\$50.40/hr @ 30 hours)	\$ 1,512.00
Current Plans Division, Senior Planner (208 hours @ \$43.80/hr)	\$ 9,855.00
Current Plans Division, Planning Aide (120 hours @ \$32.90/hr)	\$ 3,948.00

FEDERAL MATCH	\$24,999.00
----------------------	--------------------

TOTAL BUDGET	\$42,129.00
---------------------	--------------------

Accounting system used for tracking

City of Wichita payroll system "Cyborg" and financial tracking system "Performance"

Project Budget Form

BUDGET ITEMS	1. RECIPIENT MATCH		2. INDIRECT EXPENSES	3. FEDERAL SHARE	4. TOTAL
	a) CASH	b) IN-KIND	(Universities Only)		
1. SALARIES (list each separately) Administrator Kathy Morgan, Senior Planner	\$9,855.00				\$1,815.00
GIS mapping Planning Aide	\$3,948.00				\$3,948.00
Assistant to Dir. Michael Hampel	\$1,512.00				\$1,512.00
Current Plans Div Manager, Dale Miller	\$1,815.00				\$1,815.00
Consultant				\$24,999.00	
2. Mileage					
3. Expendable Supplies					
4. Film and Film Processing					
5. Communication					
6. Office Rent					
7. Printing and Advertising					
8. Utilities					
9. Equipment Rent					
10. Equipment Maintenance					
11. Insurance and Bonding					
12. Other					
TOTAL	\$17,130.00			\$24,999.00	\$42,129.00

*Totals on this page should match totals on cover sheet of application.

1a+1b+2=40% 3=60% 4=100%

ASSURANCES

Applicants must agree to the following assurances for their applications to be considered for funding.

Applicants hereby agree and acknowledge that:

- (1) if they are awarded funds, they will conduct their operations in accordance with Title VI and VII of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, the Kansas Act Against Discrimination, and the Americans With Disabilities Act of 1990 which bar discrimination against any employee, applicant for employment, or any person participating in any sponsored program on the basis of race, creed, color, national origin, religion, sex, age, or physical or mental disability, and require compensation for employment at no less than minimum wage requirements, and will provide safe and sanitary working conditions;
- (2) they will perform no work for which reimbursement will be requested until (a) they have been notified that their application was approved; (b) a project agreement has been signed by the applicant and the State Historic Preservation Officer; and (c) they have been notified in writing that the work may begin.
- (3) they have sufficient funds to match the Historic Preservation Fund grant and will pay for materials and services pending reimbursement by the Kansas State Historical Society.
- (4) they will carry out the project in accordance with the relevant standards and guidelines developed by the Secretary of the Interior for Preservation Planning, Identification, Evaluation, and Registration.
- (5) they will follow the guidelines established by the Kansas Historic Preservation Office and the U.S. Department of the Interior for the Historic Preservation Fund grant-in-aid.
- (6) they will notify the Kansas Historic Preservation Office of any changes in the source or sources of the match, the project conditions, project scope of work, personnel changes, or of any other factors that might affect the progress, completion or outcome of the project.
- (7) the filing of this application has been approved by the legally authorized governing body of the applicant, if applicable.
- (8) the facts, figures, and information contained in this application, including all attachments, are true and correct. The submission of fraudulent information is grounds for the cancellation of an Historic Preservation Fund grant.
- (9) all components of the grant application, including mandatory attachments are included and no additional or missing materials will be submitted after the stated application deadline.

Date

Signature of Authorized Signatory

Robert Layton, City Manager
Typed Name and Title of Signatory

U.S. DEPARTMENT OF THE INTERIOR
ASSURANCE OF COMPLIANCE
(Title VI, Civil Rights Act of 1964)

City of Wichita, Kansas (hereinafter called Applicant-Recipient)

HEREBY AGREES THAT IT will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Department of the Interior Regulation (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, national origin, age, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives financial assistance from the National Park Service and,

HEREBY GIVES ASSURANCE THAT IT will immediately take any measures to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid Federal financial assistance extended to the Applicant-Recipient by the National Park Service, this assurance obligates the Applicant-Recipient, or in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided, the assurance obligates the Applicant-Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant-Recipient for the period during which the Federal financial assistance is extended to it by the National Park Service.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Applicant-Recipient by the bureau or office, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Applicant-Recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees, and the person or persons whose signature appear below are authorized to sign this assurance on behalf of the Applicant-Recipient.

Date

Applicant-Recipient

by Robert Layton, City Manager
(President, Chairman of Board or Comparable authorized Official)

455 N. Main, Wichita, Kansas 67202
Applicant-Recipient's Mailing Address

DI-1350

U.S. Department of the Interior

Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions – (The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, “Certification Regarding Debarment, Suspension, ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used; use this form for certification and sign; or use Department of Interior Form 1954 (DI-1954). See Appendix A of Subpart D of 43 CFR Part 12).

Certification Regarding Debarment, Suspension, ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions – (See Appendix B of Subpart D of 43 CFR Part 12).

Certification Regarding Drug-Free Workplace Requirements – Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) – See Appendix C of Subpart D of 43 CFR Part 12).

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative Agreement or loan.

PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions

CHECK ☐ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

CHECK ☒ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DI-2010
June 1995
(This form replaces DI-1953, DI-1954,
DI-1955, DI-1956 and DI-1963)

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK ☒ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing an ongoing drug-free awareness program to inform employees about –
 - 1) The dangers of drug abuse in the workplace;
 - 2) The grantee's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a);
- d) Notifying the employee in the statement required by paragraph a) that, as a condition of employment under the grant, the employee will –
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c),(d),(e), and (f).

B. The grantee may insert in the space provided below the sites(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK ☐ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

- a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

DI-2010
June 1995
(This form replaces DI-1953, DI-1954,
DI-1955, DI-1956 and DI-1963)

PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK ___ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000; A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK ___ IF CERTIFICATION IS FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Robert Layton, City Manager

TYPED NAME AND TITLE

DATE

DI-2010
June 1995
(This form replaces DI-1953, DI-1954,
DI-1955, DI-1956 and DI-1963)

South Central Neighborhood Survey Area 2



City of Wichita
City Council Meeting
March 1, 2011

To: Mayor and City Council

Subject: Submission of a Historic Preservation Grant to host the 2012 Kansas Preservation Conference (All Districts)

Initiated By: Metropolitan Area Planning Department

Agenda: Consent

Recommendation: Approve submission of the grant proposal and authorize the City Manager to sign the application.

Background: Attached is a grant application that would allow the City to be considered for grant funding to host the 2012 Kansas Statewide Preservation Conference. Each year the Kansas State Historic Preservation Office (SHPO) offers a competitive application process for Historic Preservation Fund (HPF) matching grants. Certified Local Government (CLG) communities that have proposed qualified preservation projects are eligible to submit applications. Wichita has been a CLG since 1979 and previously hosted the 2001 Kansas Preservation Conference and the 2004 Kansas Preservation Conference. These events were well received by the community and our statewide visitors.

Analysis: AIA Wichita and Green Wichita have agreed to co-sponsor the conference, which would offer a unique training experience for government officials, industry, preservation professionals and the general public. All three entities would share conference space, programs and audiences. The conference will cover a broad spectrum of developing energy efficient businesses, preservation and sustainable building practices and exposure to green and sustainable products through exhibitor booths.

Financial Consideration: The total match for the grant is \$29,518. The City's portion of the recipient match is \$26,518 which will be documented staff hours. AIA Wichita will support the conference with a \$3,000 donation should the City of Wichita be awarded the conference grant. This grant is consistent with approved operating and capital budgets and the local matching requirements are properly provided and consistent with City financial requirements. No additional funding is required of the City.

Goal Impact: Hosting the 2012 Kansas Preservation Conference supports the goal of creating Vibrant Neighborhoods, as well as promoting Economic Vitality.

Legal Consideration: Federal and State assurances have been provided. Its implementation will not negatively impact local development plans, zoning, land use or licensing requirements. The grant proposal has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve submission of the grant proposal and authorize the City Manager to sign the agreement.

Attachment: Kansas Historical Society FY2011 Historic Preservation Fund Grant Application for 2012 Statewide Preservation Conference.



Kansas Historical Society FY2011 Historic Preservation Fund Grant Application

Use this form as your application cover sheet.

1. Applicant (Subgrantee): City of Wichita Historic Preservation Office

Authorized Signatory (type or print): Robert Layton, City Manager

Authorized Signatory (signature): _____

Mailing Address: 455 N Main, 13th Floor

Wichita, Kansas 67202

2. Contact Person: Kathy L. Morgan, Senior Planner

Mailing Address: 455 N. Main, 10th Floor

Wichita, Kansas 67202-1688

Telephone Number: 316-268-4392

FAX Number: 316-268-4390

E-mail: kmorgan@wichita.gov

3. U.S. Congressional District Number: 4

4. Is this application being submitted in the Certified Local Government (CLG) category?

Yes X No _____

5. Project Title: Statewide Preservation Conference

6. Beginning Date: June 15, 2011 Ending Date: May 31, 2012

7. Project Cost:

Total Project Cost	\$54,517
Federal Share (60%)	<u>\$24,999</u>
Cash Match	\$29,518
In-Kind Match	\$ _____

FY 2010 HISTORIC PRESERVATION FUND GRANT APPLICATION

City of Wichita, Kansas
Historic Preservation Office
MAPD, 10th Floor
455 N. Main
Wichita, KS 67202
(316) 268-4392

PROJECT DESCRIPTION AND RATIONALE

1(a). The City of Wichita Historic Preservation Office proposes to host the 2012 Kansas Statewide Preservation Conference. Co-sponsoring partners will be Green Wichita and AIA Wichita. This conference will provide an opportunity to reach a diverse cross-section of governmental entities, professionals and laypersons involved in preservation, sustainability and energy efficiency. Green Wichita's Energy Summit covers a broad spectrum of developing energy efficient businesses and exposure to green and sustainable products through exhibitor booths.

The preservation aspect of the conference will include demonstrations of proper weatherization techniques; conducting energy efficiency audits; green products that are appropriate for preservation projects; seminars addressing plaster/stucco repair; diagnosing masonry failure, wood window repair, steel window repair and leaded glass window repair; wood sustainability; passive and active mechanical systems; rural preservation; and architectural standards and styles in Kansas. These sessions will be certified for AIA continuing education credits.

A track offering preservation basics will include preparing National and State Register nominations, (possibly hosting the State Historic Sites Board of Review Quarterly meeting), historic preservation commission training sessions, developing historic design guidelines that include green initiatives, and a session about becoming a Certified Local Government.

1(b). Products

The products derived from the grant request will be:

- 1) Three-day statewide preservation and sustainability conference held at Century II in downtown Wichita with conference hotel accommodations at the newly renovated Drury Broadview Hotel;
- 2) Printed materials from conference speakers;
- 3) Exhibitor product information; and
- 4) Monthly reports documenting the activity of the preservation office with a final report document including participant and exhibitor feedback.

1(c). Implementation

Monthly reports filed with SHPO Grants Manager by the 10th of each month.

June 30, 2011	Meeting with SHPO staff, City HP staff, AIA Wichita representative and City Environmental Initiatives Manager
Aug 5, 2011	Conference dates established with speakers and exhibitors committed
Nov 18, 2011	Conference brochure completed and web-based promotion outlined and pre-registration beginning
April 6, 2012	Submission of completion report with accompanying final products and billing request.

2. The conference will be marketed throughout the state through AIA Kansas, League of Kansas Municipalities, Kansas Preservation Alliance membership and Kansas State Historical Society.

APPLICANT ORGANIZATION AND PERSONNEL

1. The Wichita-Sedgwick County Metropolitan Area Planning Department (MAPD) Historic Preservation Office is located in the Wichita City Hall, and exists under the aegis of the MAPD, Current Plans Division. The Wichita Historic Preservation Office has been housed in the Current Plans Division of the MAPD since 1979. Staff associated with the proposed project will include the: Current Plans Division Manager, Historic Preservation Senior Planner, and the MAPD Environmental Initiatives Manager. The Environmental Initiatives became part of MAPD in 2010 during a city department restructuring. Kathy Morgan will be responsible for the project on a daily basis submitting monthly progress reports, survey products, completion reports and billing requests. Dale Miller, Current Plans Division Manager and D. Kay Johnson, Manager of Environmental Initiatives will provide additional oversight.
2. Resumes for Kathy Morgan and Dale Miller are on file with the SHPO Grants Coordinator. A resume for D. Kay Johnson is attached. The personnel involved with the project meet the requirements of the Secretary of the Interior's Professional Qualification Standards for the areas of preservation planning, preservation economics, architectural history, history, anthropology, and humanities, which require a minimum of two (2) years of demonstrable experience in applying the theories, methods, and practices of historic preservation that enables in the identification, evaluation, or treatment of historic or archaeological resources.
3. N/A
4. Since 1999, the Wichita Historic Preservation Office has received grants from the Kansas State Historical Society funding 23 projects and currently has one (1) active survey grant. The grants have been used for staffing design review assistant position, national register nominations, surveys, publications, planning documents and conferences.

These grants have been administered according to reporting requirements and have been completed within the required time frame and the specified products submitted.

5. AIA Wichita has committed to being a \$3,000 cash sponsor at this time. Several other organizations and companies have been identified as potential sponsors, but none have confirmed. By partnering with Green Wichita we are expecting the registration fee to be approximately \$65 for the full conference which will include on-site lunches.

PUBLIC EDUCATION AND IMPACT

The goal is to have the conference January 26-28, 2012 or February 2-4, 2012 to reach the small contractor audience before their construction season begins. The co-sponsoring opportunity is being considered because Historic Preservation Staff participated in the Green Wichita 2011 Energy Summit and Sustainability Fair that was held January 28-29, 2011. Two 40-minute sessions were offered on window repair to an audience of 60 homeowners, building maintenance personnel and small contractors. The response was very positive and we were asked to bring Bob Yapp to the 2012 conference.

AIA Wichita has also been very pro-active in partnering with the Wichita Historic Preservation Office to offer preservation related seminars and training opportunities. They have already committed to financial support for the 2012 preservation conference if it is held in Wichita.

City 7 will be approached to video sessions at the conference.

PROJECT BUDGET

The project budget is attached.

BUDGET RATIONALE

All staff to be utilized in conducting the survey meets Secretary of the Interior's Professional Qualification Standards for the areas of preservation planning, architectural history, history, anthropology, and humanities as it pertains to their daily planning activities.

CITY MATCH	\$29,518.00
-------------------	--------------------

Administrator – Senior Historic Preservation Planner (225 hours @ \$43.80/hr)	\$ 9,855.00
Current Plans Division Manager (\$60.50/hr @ 30 hours)	\$ 1,815.00
MAPD Environmental Initiatives Manager (\$65.66/hr @ 166 hours)	\$10,900.00
Planning Aide (120 hours @ \$32.90/hr)	\$ 3,948.00

CASH MATCH

AIA Wichita	\$ 3,000.00
-------------	-------------

FEDERAL MATCH	\$24,999.00
----------------------	--------------------

Honorariums for:	\$12,500.00
Eric Corey Freed - sustainability	
John Speweik – masonry deterioration	
Bob Yapp – wood window repair	
Dale Lott – steel window and leaded glass window repair	
Robert Elliot – historic plaster repair	
Ronald Anthony – wood scientist for wood sustainability	
Facility Rental	\$ 2,000.00
Conference Coordinator	\$ 3,500.00
Brochure design, printing and mailing	\$ 6,999.00

TOTAL BUDGET	\$54,517.00
---------------------	--------------------

Accounting system used for tracking

City of Wichita payroll system “Cyborg” and financial tracking system “Performance”

Project Budget Form

BUDGET ITEMS	1. RECIPIENT MATCH		2. INDIRECT EXPENSES	3.FEDERAL SHARE	4. TOTAL
	a) CASH	b) IN-KIND	(Universities Only)		
1. SALARIES (list each separately) Administrator Kathy Morgan, Senior Planner	\$ 9,855.00				\$ 9,855.00
GIS mapping Planning Aide	\$ 3,948.00				\$ 3,948.00
D. Kay Johnson, Environmental Initiatives Manager	\$10,900.00				\$10,900.00
Current Plans Div Manager, Dale Miller	\$ 1,815.00				\$ 1,815.00
2. Honorariums				\$12,500.00	\$12,500.00
3. Facility Rental				\$ 2,000.00	\$ 2,000.00
4. Conference Coordinator				\$ 3,500.00	\$ 3,500.00
5. Brochure design, printing and Postage costs				\$6,999.00	\$ 6,999.00
8. AIA WICHITA SPONSORSHIP	\$ 3,000.00				\$ 3,000.00
9. Equipment Rent					
10. Equipment Maintenance					
11. Insurance and Bonding					
12. Other					
TOTAL	\$29,518.00			\$24,999.00	\$54,517.00

*Totals on this page should match totals on cover sheet of application.

1a+1b+2=40% 3=60% 4=100%

ASSURANCES

Applicants must agree to the following assurances for their applications to be considered for funding.

Applicants hereby agree and acknowledge that:

- (1) if they are awarded funds, they will conduct their operations in accordance with Title VI and VII of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, the Kansas Act Against Discrimination, and the Americans With Disabilities Act of 1990 which bar discrimination against any employee, applicant for employment, or any person participating in any sponsored program on the basis of race, creed, color, national origin, religion, sex, age, or physical or mental disability, and require compensation for employment at no less than minimum wage requirements, and will provide safe and sanitary working conditions;
- (2) they will perform no work for which reimbursement will be requested until (a) they have been notified that their application was approved; (b) a project agreement has been signed by the applicant and the State Historic Preservation Officer; and (c) they have been notified in writing that the work may begin.
- (3) they have sufficient funds to match the Historic Preservation Fund grant and will pay for materials and services pending reimbursement by the Kansas State Historical Society.
- (4) they will carry out the project in accordance with the relevant standards and guidelines developed by the Secretary of the Interior for Preservation Planning, Identification, Evaluation, and Registration.
- (5) they will follow the guidelines established by the Kansas Historic Preservation Office and the U.S. Department of the Interior for the Historic Preservation Fund grant-in-aid.
- (6) they will notify the Kansas Historic Preservation Office of any changes in the source or sources of the match, the project conditions, project scope of work, personnel changes, or of any other factors that might affect the progress, completion or outcome of the project.
- (7) the filing of this application has been approved by the legally authorized governing body of the applicant, if applicable.
- (8) the facts, figures, and information contained in this application, including all attachments, are true and correct. The submission of fraudulent information is grounds for the cancellation of an Historic Preservation Fund grant.
- (9) all components of the grant application, including mandatory attachments are included and no additional or missing materials will be submitted after the stated application deadline.

Date

Signature of Authorized Signatory

Robert Layton, City Manager
Typed Name and Title of Signatory

U.S. DEPARTMENT OF THE INTERIOR
ASSURANCE OF COMPLIANCE
(Title VI, Civil Rights Act of 1964)

City of Wichita, Kansas (hereinafter called Applicant-Recipient)

HEREBY AGREES THAT IT will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Department of the Interior Regulation (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, national origin, age, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives financial assistance from the National Park Service and,

HEREBY GIVES ASSURANCE THAT IT will immediately take any measures to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid Federal financial assistance extended to the Applicant-Recipient by the National Park Service, this assurance obligates the Applicant-Recipient, or in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided, the assurance obligates the Applicant-Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant-Recipient for the period during which the Federal financial assistance is extended to it by the National Park Service.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Applicant-Recipient by the bureau or office, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Applicant-Recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees, and the person or persons whose signature appear below are authorized to sign this assurance on behalf of the Applicant-Recipient.

Date

Applicant-Recipient

by Robert Layton, City Manager
(President, Chairman of Board or Comparable authorized Official)

455 N. Main, Wichita, Kansas 67202
Applicant-Recipient's Mailing Address

DI-1350

U.S. Department of the Interior

Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions – (The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, “Certification Regarding Debarment, Suspension, ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used; use this form for certification and sign; or use Department of Interior Form 1954 (DI-1954). See Appendix A of Subpart D of 43 CFR Part 12).

Certification Regarding Debarment, Suspension, ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions – (See Appendix B of Subpart D of 43 CFR Part 12).

Certification Regarding Drug-Free Workplace Requirements – Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) – See Appendix C of Subpart D of 43 CFR Part 12).

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative Agreement or loan.

PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

CHECK ☐ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

CHECK ☒ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DI-2010
June 1995
(This form replaces DI-1953, DI-1954,
DI-1955, DI-1956 and DI-1963)

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK ☒ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing an ongoing drug-free awareness program to inform employees about –
 - 1) The dangers of drug abuse in the workplace;
 - 2) The grantee's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a);
- d) Notifying the employee in the statement required by paragraph a) that, as a condition of employment under the grant, the employee will –
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c),(d),(e), and (f).

B. The grantee may insert in the space provided below the sites(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK ☐ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

- a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

DI-2010
June 1995
(This form replaces DI-1953, DI-1954,
DI-1955, DI-1956 and DI-1963)

PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK ___ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000; A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK ___ IF CERTIFICATION IS FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Robert Layton, City Manager

TYPED NAME AND TITLE

DATE

DI-2010
June 1995
(This form replaces DI-1953, DI-1954,
DI-1955, DI-1956 and DI-1963)

City of Wichita
City Council Meeting
March 1, 2011

To: Mayor and City Council

Subject: Submission of a Historic Preservation Grant to provide training scholarships for Historic Preservation Board members and staff (All Districts)

Initiated By: Metropolitan Area Planning Department

Agenda: Consent

Recommendation: Approve submission of the grant proposal and authorize the City Manager to sign the application.

Background: Each year the Kansas State Historic Preservation Office (SHPO) offers a competitive application process for Historic Preservation Fund (HPF) matching grants. Certified Local Government (CLG) communities that have proposed qualified preservation projects are eligible to submit applications. Wichita has been a CLG since 1979. If approved, the grant would allow the City to be considered for grant funding that would provide preservation training for Historic Preservation Board members.

The SHPO identified training of CLG historic preservation board members as one of their top priorities for this funding cycle. City of Wichita Historic Preservation Board members have attended the 2009 Kansas Preservation Conference, 2010 Kansas Preservation Conference and the 2010 National Alliance of Preservation Commissions Biennial Conference using HPF grants.

Analysis: The Certified Local Government program requires CLG designated communities to provide training to historic preservation board members. CLG communities provide annual reports documenting preservation activities at the local level and board member training to maintain the community's CLG status. Attendance at the annual statewide conference meets the requirement for CLG training.

Financial Consideration: The required local match would be documented volunteer hours, as "in-kind" match. This grant is consistent with approved operating and capital budgets and the local matching requirements are properly provided and consistent with City financial requirements. No additional funding is required of the City.

Goal Impact: Maintaining the City of Wichita's Certified Local Government status supports the goal of creating Vibrant Neighborhoods, as well as promoting Economic Vitality.

Legal Consideration: Federal and State assurances have been provided. Its implementation will not negatively impact local development plans, zoning, land use or licensing requirements. The grant proposal has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve submission of the grant proposal and authorize the City Manager to sign the agreement.

Attachment: Kansas Historical Society FY2011 Historic Preservation Fund Grant Application for HPB Scholarships.



Kansas Historical Society

FY2011 Historic Preservation Fund Grant Application

Use this form as your application cover sheet.

1. Applicant (Subgrantee): City of Wichita Historic Preservation Office

Authorized Signatory (type or print): Robert Layton, City Manager

Authorized Signatory (signature): _____

Mailing Address: 455 N Main, 13th Floor

Wichita, Kansas 67202

2. Contact Person: Kathy L. Morgan, Senior Planner

Mailing Address: 455 N. Main, 10th Floor

Wichita, Kansas 67202-1688

Telephone Number: 316-268-4392

FAX Number: 316-268-4390

E-mail: kmorgan@wichita.gov

3. U.S. Congressional District Number: 4

4. Is this application being submitted in the Certified Local Government (CLG) category?

Yes X No _____

5. Project Title: Scholarships for HPB members and staff

6. Beginning Date: May 1, 2011 Ending Date: May 31, 2011

7. Project Cost:

Total Project Cost	<u>\$5,177.90</u>
Federal Share (60%)	<u>\$2,373.90</u>
Cash Match	\$
In-Kind Match	<u>\$2,804.00</u>

PROJECT BUDGET

The project budget is attached.

BUDGET RATIONALE

Project based on cost of attendance at statewide annual preservation conference for Certified Local Government Historic Preservation commission members. The 2011 conference will be held May 12-14, 2011 in Topeka.

In-kind match is attendance hours during the conference by each commission member and hourly rate is based on Kansas minimum wage rates.

CITY MATCH (in-kind)	\$ 2,804.00
Mike Seiwert 24 hours @ \$60 per hour	\$ 1,440.00
Claire Willenberg 24 hours @ \$7.25 per hour	\$ 174.00
Vicki Churchman 24 hours @ \$7.25 per hour	\$ 174.00
Randy Doerksen 24 hours @ \$7.25 per hour	\$ 174.00
Jim Guy 24 hours @ \$7.25 per hour	\$ 174.00
Rachelle Ablah Pulkill 24 hours @ \$7.25 per hour	\$ 174.00
Jacob Laha 24 hours @ \$7.25 per hour	\$ 174.00
Jeff VanZandt 8 hours @ \$40 per hour	\$ 320.00

FEDERAL MATCH	\$ 2,373.90
Registration Fees 7 registrations @ \$120 each + 1 @ 75	\$ 915.00
Mileage for 3 vehicles for 3 days	
290 miles round trip @ \$0.47 per mile (state mileage rate)	\$ 408.90
Hotel – 2 nights per person @ \$150.00	\$ 1,050.00

TOTAL BUDGET	\$5,177.90
---------------------	-------------------

Project Budget Form

BUDGET ITEMS	1. RECIPIENT MATCH		2. INDIRECT EXPENSES	3.FEDERAL SHARE	4. TOTAL
	a) CASH	b) IN-KIND	(Universities Only)		
1. SALARIES (list each separately)					
Assistant to the Director					
GIS Mapping					
Volunteer(s)		\$2,804.00			\$2,804.00
Bookkeeper					
Associate Preservation PI					
Consultant					
2. Mileage				\$ 408.90	\$ 408.90
3. Expendable Supplies					
4. Film and Film Processing					
5. Communication					
6. Office Rent					
7. Printing and Advertising					
8. Utilities					
9. Equipment Rent					
10. Equipment Maintenance					
11. Hotel				\$1,050.00	\$1,050.00
12. Other Registration Fees				\$ 915.00	\$ 915.00
TOTAL	1a	1b	2	3	4
		\$2,804.00		\$ 2,373.90	\$5,177.90

1a+1b+2=40% 3=60% 4=100%

ASSURANCES

Applicants must agree to the following assurances for their applications to be considered for funding.

Applicants hereby agree and acknowledge that:

- (1) if they are awarded funds, they will conduct their operations in accordance with Title VI and VII of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, the Kansas Act Against Discrimination, and the Americans With Disabilities Act of 1990 which bar discrimination against any employee, applicant for employment, or any person participating in any sponsored program on the basis of race, creed, color, national origin, religion, sex, age, or physical or mental disability, and require compensation for employment at no less than minimum wage requirements, and will provide safe and sanitary working conditions;
- (2) they will perform no work for which reimbursement will be requested until (a) they have been notified that their application was approved; (b) a project agreement has been signed by the applicant and the State Historic Preservation Officer; and (c) they have been notified in writing that the work may begin.
- (3) they have sufficient funds to match the Historic Preservation Fund grant and will pay for materials and services pending reimbursement by the Kansas State Historical Society.
- (4) they will carry out the project in accordance with the relevant standards and guidelines developed by the Secretary of the Interior for Preservation Planning, Identification, Evaluation, and Registration.
- (5) they will follow the guidelines established by the Kansas Historic Preservation Office and the U.S. Department of the Interior for the Historic Preservation Fund grant-in-aid.
- (6) they will notify the Kansas Historic Preservation Office of any changes in the source or sources of the match, the project conditions, project scope of work, personnel changes, or of any other factors that might affect the progress, completion or outcome of the project.
- (7) the filing of this application has been approved by the legally authorized governing body of the applicant, if applicable.
- (8) the facts, figures, and information contained in this application, including all attachments, are true and correct. The submission of fraudulent information is grounds for the cancellation of an Historic Preservation Fund grant.
- (9) all components of the grant application, including mandatory attachments are included and no additional or missing materials will be submitted after the stated application deadline.

Date

Signature of Authorized Signatory

Robert Layton, City Manager

Typed Name and Title of Signatory

U.S. DEPARTMENT OF THE INTERIOR
ASSURANCE OF COMPLIANCE
(Title VI, Civil Rights Act of 1964)

City of Wichita, Kansas (hereinafter called Applicant-Recipient)

HEREBY AGREES THAT IT will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Department of the Interior Regulation (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, national origin, age, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives financial assistance from the National Park Service and,

HEREBY GIVES ASSURANCE THAT IT will immediately take any measures to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid Federal financial assistance extended to the Applicant-Recipient by the National Park Service, this assurance obligates the Applicant-Recipient, or in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided, the assurance obligates the Applicant-Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant-Recipient for the period during which the Federal financial assistance is extended to it by the National Park Service.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Applicant-Recipient by the bureau or office, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Applicant-Recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees, and the person or persons whose signature appear below are authorized to sign this assurance on behalf of the Applicant-Recipient.

Date

Applicant-Recipient

by Robert Layton, City Manager
(President, Chairman of Board or Comparable authorized Official)

455 N. Main, Wichita, Kansas 67202
Applicant-Recipient's Mailing Address

U.S. Department of the Interior

**Certifications Regarding Debarment, Suspension and
Other Responsibility Matters, Drug-Free Workplace
Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions – (The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used; use this form for certification and sign; or use Department of Interior Form 1954 (DI-1954). See Appendix A of Subpart D of 43 CFR Part 12).

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions – (See Appendix B of Subpart D of 43 CFR Part 12).

Certification Regarding Drug-Free Workplace Requirements – Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) – See Appendix C of Subpart D of 43 CFR Part 12).

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative Agreement or loan.

**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters-
Primary Covered Transactions**

CHECK ☐ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion –
Lower Tier Covered Transactions**

CHECK ☒ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DI-2010
June 1995
(This form replaces DI-1953, DI-1954,
DI-1955, DI-1956 and
DI-1963)

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK ☒ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing an ongoing drug-free awareness program to inform employees about –
 - 1) The dangers of drug abuse in the workplace;
 - 2) The grantee's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a);
- d) Notifying the employee in the statement required by paragraph a) that, as a condition of employment under the grant, the employee will –
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c),(d),(e), and (f).

B. The grantee may insert in the space provided below the sites(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK ☐ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

- a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

DI-2010
June 1995
(This form replaces DI-1953, DI-1954,
DI-1955, DI-1956 and
DI-1963)

Page 7 of 8

PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK ___ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000; A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK ___ IF CERTIFICATION IS FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Robert Layton, City Manager

TYPED NAME AND TITLE

DATE

DI-2010
June 1995
(This form replaces DI-1953, DI-1954,
DI-1955, DI-1956 and
DI-1963)

**City of Wichita
City Council Meeting
March 1, 2011**

TO: Mayor and City Council

SUBJECT: Request for Proposal (RFP) for Transit Community Outreach and Input Study (All Districts)

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Authorize the issuance of a RFP for professional services in compiling a Community Outreach and Input Study.

Background: The City of Wichita's Transit Department has started to look towards the future and a new system that better fits the needs of Wichita and the surrounding communities. About a year ago, Wichita Transit was presented with the opportunity to work with the University of Kansas (KU) graduate planning students to develop a transit plan. The students completed the plan, which, initially, became a vision for Wichita Transit. Although the students did an excellent job, the entire plan is too costly for immediate implementation and is in need of refinement. The plan also lacked community outreach and input.

Analysis: The City of Wichita's Transit Department realized the lack of community input in the University of Kansas (KU) study and suggested community outreach as a first step before moving forward with any plans. Wichita Transit's Advisory Board agreed that community input was needed before next steps could take place. Under direction of the City Manager, Wichita Transit is seeking a consultant to assist in community outreach and input. Wichita Transit would request proposals from qualified transit consultants who can gather community outreach and input from the stakeholders, the public, and pertinent surrounding communities.

Financial Consideration: The 2011 annual 5307 grant from Federal Transit Administration (FTA) has been awarded and includes planning funds not to exceed \$100,000 to support the Community Outreach and Input Study. The awarded grant includes a 20% local match (\$20,000) provided by the City of Wichita, which is included in 2011 Transit operating funds.

Goal Impact: The Community Outreach and Input Study will support Wichita Transit's role in providing for Efficient and Effective Infrastructure by maintaining and optimizing public facilities and assets.

Legal Consideration: The Law Department has reviewed and approved the RFP as to form.

Recommendation/Actions: Staff recommends the City Council authorize the issuance of a RFP for professional services in compiling a Community Outreach and Input Study.

Attachments: Scope of Services.

3.1 SCOPE OF SERVICES

A. Introduction

The City of Wichita Transit Department has started to look towards the future and a new system that better fits the needs of Wichita and the surrounding communities. About a year ago Wichita Transit was presented with the opportunity to work with KU graduate planning students to develop a transit plan for the future. The students completed the plan, which initially became a vision for Wichita Transit. Though the students did an excellent job, the entire plan is far too costly for immediate implementation and is in need of refinement. The plan also lacked community outreach and input.

The plan has been presented to the Wichita City Council in a workshop setting and was received very well; though implementation was not discussed and it was noted that additional planning would need to take place before an implementation plan would be considered. The Wichita Transit Advisory Board (members appointed by Wichita City Council Members) took part in the process as the students developed the plan. The Wichita Transit Advisory Board (WTAB) agreed that community input was needed before next steps could take place.

The City Council and WTAB have come to an agreement that community outreach is the primary need before planning can move forward. Under direction of the City Manager, Wichita Transit is seeking a consultant to assist in community outreach and input. Wichita Transit does not want to influence the public with the KU plan, but does want to know how valid the plan is according to the outreach results.

B. Scope of Work

Wichita Transit is requesting proposals from qualified transit consultants who can gather community outreach and input from the stakeholders, the public and pertinent surrounding communities.

1. Role of the Consultant

The consultant will work with Wichita Transit staff and the WTAB to conduct community input sessions with community stakeholders, employers, neighborhoods, surrounding communities and the general public.

2. Goals

The primary goal is to gather and compile public input about transit services for policy uses. The proposal should address the following goals:

1. Educate the community about the Wichita Transit system and general transit practices.
2. Gather input on the need for and support of transit improvements.
3. Measure need and support under different scenarios including varying fuel prices, fares, hours of operations, frequencies, system types, etc.
4. Prioritize support for the different scenarios that are measured.

5. Utilize different outreach strategies to reach different stakeholders and the public.
6. Identify policy considerations from the gathered input.

The proposal should address how the consultant will answer the following questions:

1. How will you identify targeted stakeholders to reach out to?
2. How will you reach out to the general public?
3. How will you reach out to surrounding communities?
4. What communication tools or outreach formats will you use and how will they be facilitated?
5. How will you develop the different scenarios?
6. How will you identify priorities from the data and how will you translate the data and priorities into policy considerations?

3. Tasks

The following activities are expected from the consultant during the community outreach and input process:

1. Meet with Wichita Transit staff to discuss history, existing conditions, targeted stakeholders and goals.
2. Meet with WTAB to discuss outreach process and targeted stakeholders.
3. Meet with Wichita Transit staff to develop scenarios/variables that could affect transit system improvements.
4. Create a uniform message and materials to educate the public on the current transit system and transit in general.
5. Organize and facilitate community meetings and other outreach methods.
6. Work with Transit staff and other relevant City of Wichita staff to develop a media relations plan.
7. Compile priorities and policy considerations as a report for presentation to the Wichita City Council and other relevant groups.
8. Please add anything additional you can offer.

City of Wichita
City Council Meeting
March 1, 2011

TO: Mayor and City Council

SUBJECT: 119th Street West Improvement, between Kellogg and Maple
(District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

.....

Recommendation: Approve the payment.

Background: On August 4, 2009, the City Council approved the design concept for improvements to 119th Street West between Kellogg and Maple. The design required the relocation of the Westar Energy-owned streetlights and corresponding streetlight circuits, which had been installed in 2005.

The State Corporation Commission of Kansas regulates the relocation of street lighting. The tariff schedule specifies that streetlights can be moved or removed at Westar Energy's expense only if the streetlight has been installed for fifteen years or more. In this case, the streetlights have only been installed five years.

Analysis: Westar Energy will relocate the street light circuit on 119th Street West between Kellogg and Maple with the cost borne by the City.

Financial Considerations: The invoiced cost of the relocation is \$57,421, to be paid from the city-funded portion project budget, OCA 707011.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing lighting along the 119th Street West corridor between Kellogg and Maple.

Legal Considerations: None.

Recommendation/Action: It is recommended that the City Council approve the payment to Westar Energy in the amount of \$57,421.

Attachments: Westar Customer Charge Order.

Customer Charge Order

CO # 103729

Name	City of Wichita	Date	12/30/2011
Address	455 N Main	Cust. Acct. No.	
City	Wichita	State	KS
	ZIP	67202	
	Order No./WR	000515	

Description	Account		Exp Ct.	I D	Material Code	Quantity	Amount
	Main	Sub					
Cost to relocate street light circuit on 119th from							57,421.00
Maple to Kellogg.							0.00
							0.00
							0.00
Total Before Taxes							\$57,421.00
Planned Installments	One Pmt						
Service Address	119th West/Maple to Kellogg						
Bill Type	Bill Firm				State Sales Tax		0.00
Comments Attn: Brian Coon					City Sales Tax		0.00
					County Sales Tax		0.00
					TOTAL		\$57,421.00

Sold By Shane Price Received By _____

Check Attached: _____ Chk #:

CITY OF WICHITA
City Council Meeting
March 1, 2011

TO: Mayor and City Council

SUBJECT: Sale of Remnant Property at Ridge Road and Mid Continent Road (District V)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the sale.

Background: In 1976, the City acquired land in the area of Ridge Road and University Avenue. Portions of the parcel were utilized for the improvement of Ridge Road and land later for the development of Mid Continent Road to the west. The privately owned property at the southeast corner of Mid Continent Road and University Avenue was acquired for redevelopment as a retail facility. The developers originally wished to lease the City owned parcel for additional parking and landscaping. When that proved infeasible, they inquired about acquiring the tract. The tract, including road right of way that required vacation, totaled 10,289 square feet. Due to its size and configuration, the property is not marketable by itself. The developer has completed the vacation of the property.

Analysis: An offer of \$31,000 (\$3.01 per square foot) has been received for the parcel. The offer amount approximates the estimated market value of similarly configured and sized properties. If the property had been leased to the developer under a minor street permit, the annual rent, capitalized at a 10% market rate would have been \$30,867.

Financial Considerations: The City will receive cash consideration for the sale of the property. In addition, the sale of this property to a private party will place additional value into the tax base and relieve the City of any maintenance costs.

Goal Impact: The sale and redevelopment of this property will Support a Dynamic Core Area and Vibrant Neighborhood.

Legal Considerations: The Law Department approved the contract as to form.

Recommendation/Action: It is recommended that the City Council approve the Real Estate Purchase Contract and authorize all necessary signatures.

Attachments: Real estate sales contract, tract map and aerial.

REAL ESTATE SALE CONTRACT

THIS AGREEMENT, Made and entered into this 15 day of February, 2011 by and between the City of Wichita, a municipal corporation, party of the First Part, hereinafter referred to as "Seller," whether one or more, and Freddy's Land LLC, a Kansas limited liability corporation and/or its assigns, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient quit claim deed the following described real property, situated in Sedgwick County, Kansas, to-wit:

That part of the east 30.00 feet of the Northeast Quarter of Section 28, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas dedicated for Ridge Road, and that part of Ridge Road as dedicated in the 30 foot dedication recorded in Film 165, Page 1281, and that part of Mid-Continent Road as described and conveyed for permanent easement for controlled access highway right-of-way in the Corrective Warranty Deed recorded in Film 192, Page 176 lying within and being coincident with the following described tract of land: Beginning at the most westerly southwest corner of Lot 1, Block A, Ridge 400 Addition, Wichita, Sedgwick County, Kansas; thence northerly along the west line of Lot 1, Block A, in said Ridge 400 Addition, 219.97 feet to a point on a non-tangent curve to the right; thence southwesterly along said non-tangent curve to the right, through a central angle of 11°41'46" and having a radius of 1261.00 feet, an arc distance of 257.42 feet, (having a chord length of 256.97 feet), to a point on the north line of Lot 1, Ridge Plaza 9th Addition, Wichita, Sedgwick County, Kansas; thence easterly along the north line of Lot 1 in said Ridge Plaza 9th Addition, and as extended easterly, 71.01 feet to a point 30.00 feet normally distant west of the east line of said Northeast Quarter; thence northerly parallel with the east line of said Northeast Quarter, 15.60 feet, more or less, to the intersection with the westerly extension of the most westerly segment of the south line of Lot 1, Block A, in said Ridge 400 Addition; thence easterly along the westerly extension of the most westerly segment of the south line of Lot 1, Block A, in said Ridge 400 Addition, 30.00 feet to the point of beginning.

Containing 10,288.35 square feet and located east of Mid-continent Drive south of University.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described real property, the sum of Thirty-one Thousand Dollars and Zero Cents (\$31,000.00) in the manner following to-wit: cash at closing
3. Seller and Buyer agree to convey title in and to the above-described real property, subject to easements, restrictions and special assessments of record, if any, acceptable to the other party. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid by Buyer.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer), and interest, if any shall be adjusted and prorated as of the closing date. Taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years specials and taxes shall be current at time of closing.
6. The Seller further agrees to convey the above-described premises and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.
7. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.
8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before March 31, 2011.
9. Possession to be given to Buyer at closing
10. Closing costs shall be paid 50% by Buyer and 50% by Seller.
11. The parties covenant and agree that except for closing, title insurance and commissions referenced elsewhere herein, each is solely responsible for the payment of any fee for brokerage, technical or other professional services relating to the execution and performance of this Contract incurred by such party.
12. Seller makes no warranty or guarantee as to the suitability of the real property proposed for trade for the intended use of Buyer. Therefore, Buyer covenants and agrees that Buyer at Buyer's own expense, shall examine the real property in order to determine such suitability including but not limited to:
 - A. Soils data and geology, drainage, hydrology and topographical features that would affect any present or future intended use;
 - B. The presence or absence of any contamination by any hazardous substance;
 - C. The quality and quantity of water available by on-site water wells, and the availability of a permit or permits therefore;
 - D. The nature, extent, and cost of public utilities needed to serve all or a portion of such real property;
 - E. The extent and cost of compliance with subdivision regulations, building codes and other applicable rules and regulations involving public improvements, private improvements, access, building setbacks, public dedications, platting and replatting requirements of such real property;
 - F. The nature and extent of zoning and subdivision statutes, laws, ordinances and regulations affecting the present use, and the ease or difficulty involved in the zone-change and subdivision approval procedures necessary or desirable to allow for the Buyer's intended use or uses.
13. Buyer also covenants and agrees that Buyer, his agents, successors and assigns any future use of the property as described above for the following uses shall be prohibited:

- A. Adult Book and Video Stores
- B. Community Correctional Facilities
- C. Half-way Houses
- D. Drug or Alcohol Rehabilitation Facilities
- E. Multi-game, Casino-style Gambling Facilities
- F. New or Used Car Sales
- G. Commercial Billboards

14. The covenants and agreements contained in Paragraphs 12 and 13 shall survive the closing of the sale intended hereby, and they shall bind the buyer as fully after the sale as they do before.
15. Buyer hereby agrees; a) Buyer is accepting the subject property on an "AS IS" basis and in "AS IS" condition; and that Buyer's decision to enter into this contract and any future decisions he may make with regard to the property have been and will be made based on his own inspections. Buyer acknowledges that no representations or warranties as to character, quality, value, or condition have been made by any of the brokers or agents involved, and also agrees not to make any claim against the Seller or the brokers involved.
16. The real property proposed for sale is currently vacant. Buyer intends to redevelop the property with discount retail facility and related uses. If the Buyer fails to initiate development of the property for said uses within twenty-four months (24) months of the date of closing, the Seller shall have the right, at its sole discretion, to purchase the real property at the same price for which the Seller sells said property pursuant to this Contract.

WITNESS OUR HANDS AND SEALS the day and year first above written.

BUYER

Freddy's Land, LLC



SELLER

By Direction of the City Council

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

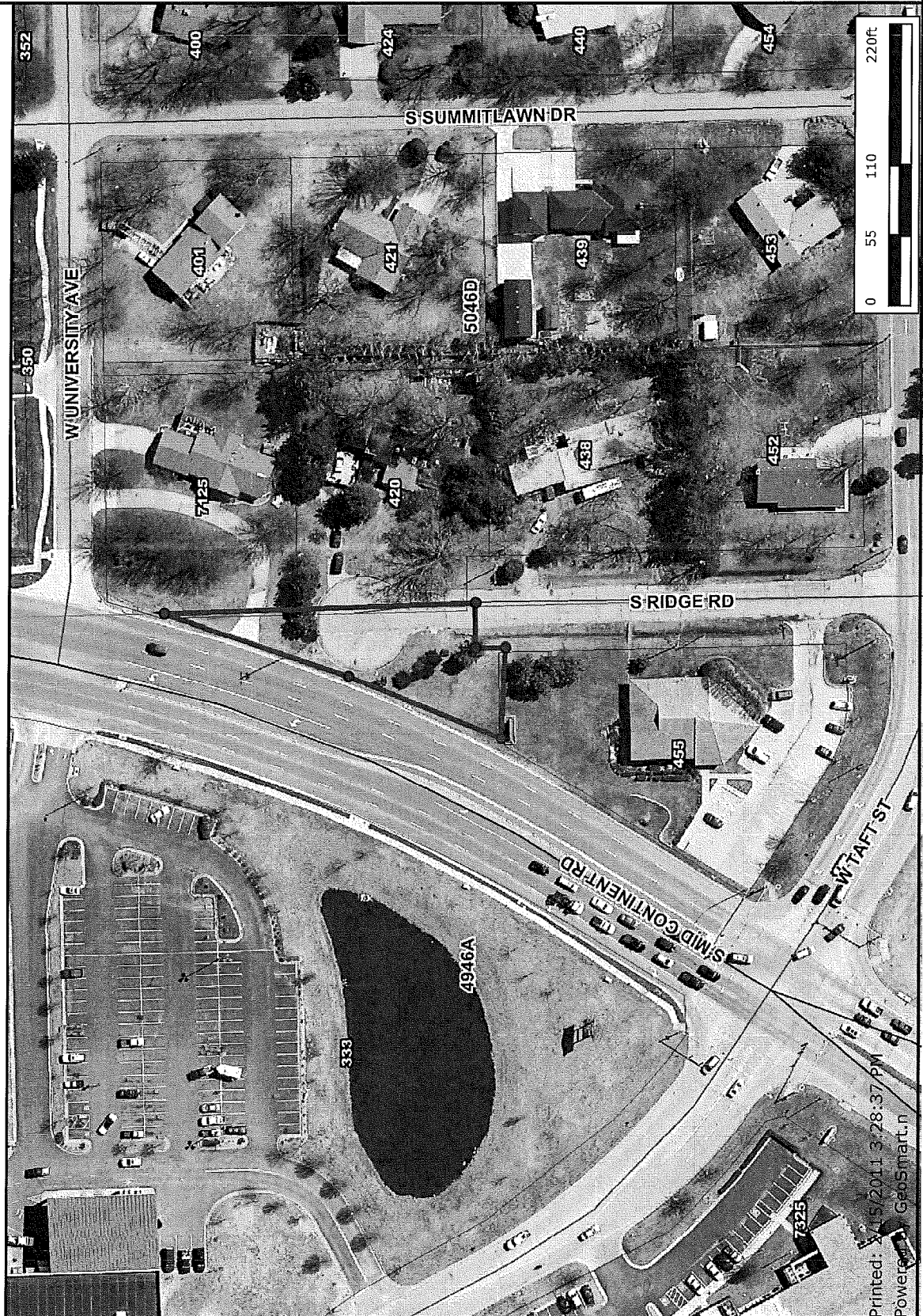
APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law



Ridge Road at Mid Continent Road

<input type="checkbox"/>	Property Parcels
	Roads
	State Highway
	US Federal Highway
	Interstate
	KTA
	Arterial
	Collector
	Minor
	Ramp
	Railroads
	Quarter Section
	Waterways
	Streams
	Parks
	Airports
	SDERASTER.S- DEDATA.ORTH- 01FT
	SDERASTER.S- DEDATA.ORTH- 0
	City Limits
	Andale
	Bel Aire
	Bentley
	Cheney
	Clearwater
	Colwich
	Derby
	Eastborough
	Garden Plain
	Goddard
	Haysville
	Kechi
	Maize
	Mount Hope
	Mulvane
	Park City



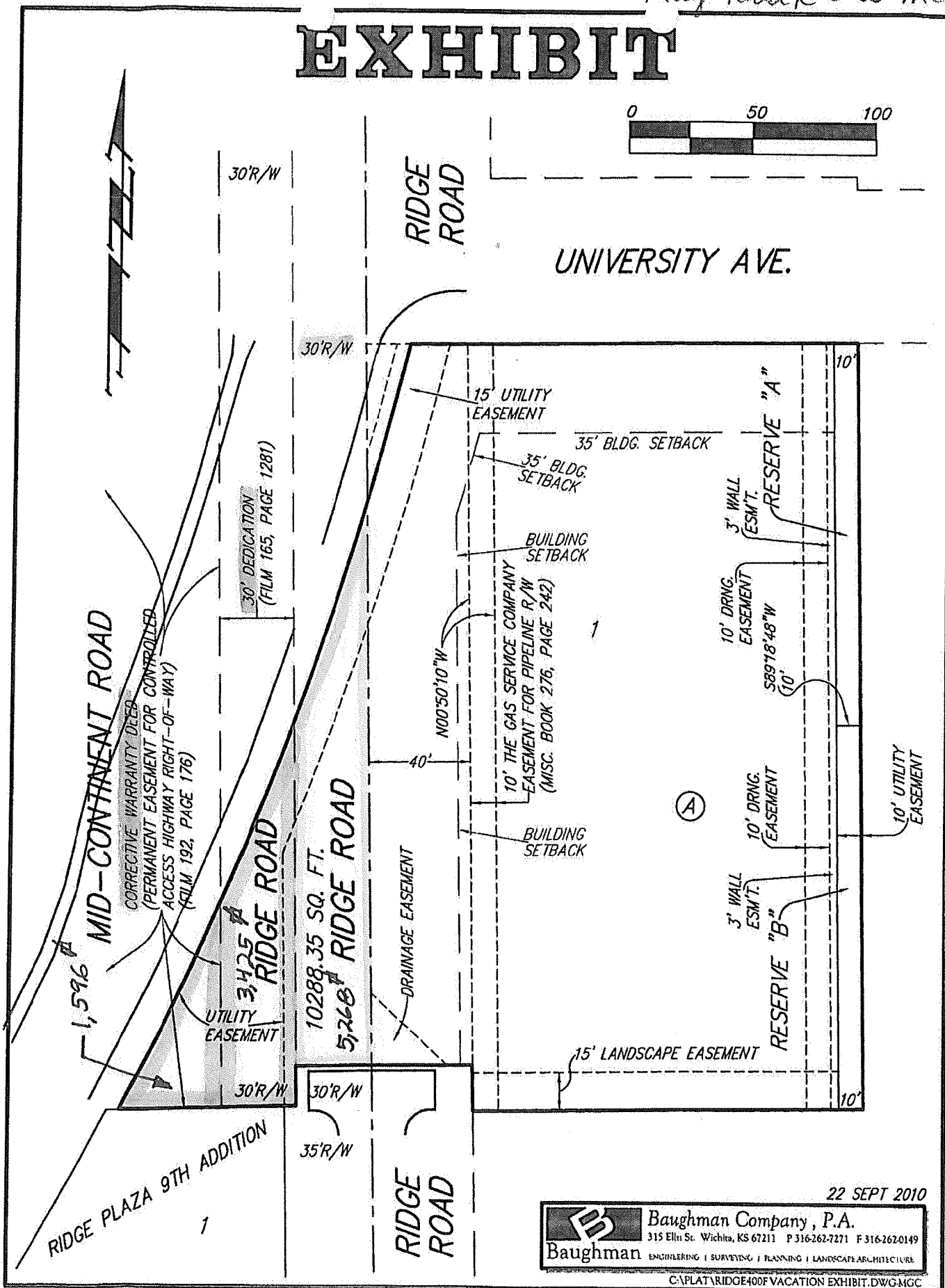
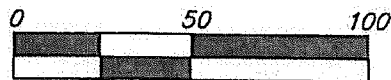
Printed: 3/15/2011 3:28:37 PM
PowerMap
Geo5mat.n



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



EXHIBIT



CITY OF WICHITA
City Council Meeting
March 1, 2011

TO: Mayor and City Council

SUBJECT: Sale of Remnant Property in the 2200 block of East 9th Street (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the sale.

Background: In 2000, the city acquired several blighted properties in the area of 9th Street and Grove and removed the improvements. A portion of the acquired properties is located on the south side of East 9th Street in the 2200 block. The parcel is zoned limited commercial, has 16,500 square feet and is undeveloped.

Analysis: An offer of \$6,765 (\$.41 per square foot) has been received for the parcel. The buyer intends to develop the site along with property he owns immediately west of the parcel and immediately across the street for residential uses. The value of the parcel was estimated by a real estate broker at \$1.81 per square foot assuming commercial redevelopment but the broker noted that there is little demand for commercial development in the area and that the site would most likely redevelop as residential.

Financial Considerations: The city will receive cash consideration for the sale of the property. In addition, the sale of this property to a private party will place additional value into the tax base and relieve the city of any maintenance costs.

Goal Impact: The sale and redevelopment of this property will Support a Dynamic Core Area and Vibrant Neighborhood.

Legal Considerations: The Law Department approved the contract as to form.

Recommendation/Action: It is recommended that the City Council approve the Real Estate Purchase Contract and authorize all necessary signatures.

Attachments: Real estate sales contract and aerial.

REAL ESTATE SALE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2011 by and between the City of Wichita, a municipal corporation, party of the First Part, hereinafter referred to as "Seller," whether one or more, and B&R Knowles Properties, LLC, a Kansas limited liability corporation and/or its assigns, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgwick County, Kansas, to-wit:

East 150 feet of the west 200 feet of Reserve A, Block 1, Parkmore Addition to Wichita, Sedgwick County Kansas.
2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described real property, the sum of Six Thousand Seven Hundred Sixty-five Dollars and Zero Cents (\$6,765.00) in the manner following to-wit: cash at closing
3. Seller and Buyer agree to convey title in and to the above-described real property, subject to easements, restrictions and special assessments of record, if any, acceptable to the other party. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid by Buyer.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer), and interest, if any shall be adjusted and prorated as of the closing date. Taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years specials and taxes shall be current at time of closing.
6. The Seller further agrees to convey the above-described premises and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.
7. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.
8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before March 31, 2011.
9. Possession to be given to Buyer at closing

10. Closing costs shall be paid 50% by Buyer and 50% by Seller.
11. The parties covenant and agree that except for closing, title insurance and commissions referenced elsewhere herein, each is solely responsible for the payment of any fee for brokerage, technical or other professional services relating to the execution and performance of this Contract incurred by such party.
12. Seller makes no warranty or guarantee as to the suitability of the real property proposed for trade for the intended use of Buyer. Therefore, Buyer covenants and agrees that Buyer at Buyer's own expense, shall examine the real property in order to determine such suitability including but not limited to:
 - A. Soils data and geology, drainage, hydrology and topographical features that would affect any present or future intended use;
 - B. The presence or absence of any contamination by any hazardous substance;
 - C. The quality and quantity of water available by on-site water wells, and the availability of a permit or permits therefore;
 - D. The nature, extent, and cost of public utilities needed to serve all or a portion of such real property;
 - E. The extent and cost of compliance with subdivision regulations, building codes and other applicable rules and regulations involving public improvements, private improvements, access, building setbacks, public dedications, platting and replatting requirements of such real property;
 - F. The nature and extent of zoning and subdivision statutes, laws, ordinances and regulations affecting the present use, and the ease or difficulty involved in the zone-change and subdivision approval procedures necessary or desirable to allow for the Buyer's intended use or uses.
13. Buyer also covenants and agrees that Buyer, his agents, successors and assigns any future use of the property as described above for the following uses shall be prohibited:
 - A. Adult Book and Video Stores
 - B. Community Correctional Facilities
 - C. Half-way Houses
 - D. Drug or Alcohol Rehabilitation Facilities
 - E. Multi-game, Casino-style Gambling Facilities
 - F. New or Used Car Sales
 - G. Commercial Billboards
14. The covenants and agreements contained in Paragraphs 12 and 13 shall survive the closing of the sale intended hereby, and they shall bind the buyer as fully after the sale as they do before.
15. Buyer hereby agrees; a) Buyer is accepting the subject property on an "AS IS" basis and in "AS IS" condition; and that Buyer's decision to enter into this contract and any future decisions he may make with regard to the property have been and will be made based on his own inspections. Buyer acknowledges that no representations or warranties as to character, quality, value, or condition have been made by any of the brokers or agents involved, and also agrees not to make any claim against the Seller or the brokers

involved.

16. The real property proposed for sale is currently vacant. Buyer intends to redevelop the property for residential uses. If the Buyer fails to initiate development of the property for said uses within twenty-four months (24)months of the date of closing, the Seller shall have the right, at its sole discretion, to purchase the real property at the same price for which the Seller sells said property pursuant to this Contract.
17. Buyer shall present details of the future use of the site to the Seller for Sellers approval prior to closing. Seller shall have the right to approve the user, site plans, landscaping and other items as deemed important. If Seller does not approve of the details as presented, Buyer shall have the right to modify the proposal. If an agreement cannot be reached as to the acceptability of the proposal, this contract shall be null and void, with Buyer and Seller relieved of all liability hereunder.

WITNESS OUR HANDS AND SEALS the day and year first above written.

BUYER

B&R Knowles Properties, LLC

SELLER

By Direction of the City Council

Bernard Knowles, Managing Member

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law



2200 East 9th Street North



- Old Town

Property

Parcels

Roads

State Highway

US Federal Highway

Interstate

KTA

Arterial

Collector

Minor

Ramp

Railroads

Quarter Section

Waterways

Streams

Parks

Airports

SDERASTER.S-

DEDATA.ORTH-

01FT

SDERASTER.S-

DEDATA.ORTH-

0

City Limits

Andale

Bel Aire

Bentley

Cheney

Clearwater

Colwich

Derby

Eastborough

Garden Plain

Goddard

Haysville

Kechi

Maize

Mount Hope

Mulvane



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

CITY OF
WICHITA

CITY OF WICHITA
City Council Meeting
March 1, 2011

TO: Mayor and City Council Members

SUBJECT: Surplus of City-owned Building at 2101 East 21st Street (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the property for sale.

Background: The City-owned facility at 2101 East 21st Street North consists of an 11,460 square foot, single-story masonry structure on an 83,200 square foot site. As currently configured, the building has meeting rooms and offices in the north portion of the building. The south part of the building is open space developed for manufacturing uses. The City acquired and renovated the property in 1990. It was then leased to Cessna Aircraft for use as training and manufacturing facility. Cessna's lease on the facility terminates April 30, 2011.

Analysis: All City departments have been notified and have expressed no interest in the property. It is recommended that the property be placed on the City's "For Sale" list on the Internet, advertised and marketed to local real estate firms. The property will be offered for sale subject to the City's standard use restrictions including no casinos, car lots, adult entertainment, etc. If an offer is received that is deemed acceptable, it will be brought before the City Council for approval.

Financial Considerations: The City will receive cash consideration for the sale of the property, less any marketing costs. In addition, the sale of this property to a private party will place additional value into the tax base and relieve the City of any maintenance costs.

Goal Impact: The sale and redevelopment of this property will Support a Dynamic Core Area and Vibrant Neighborhood.

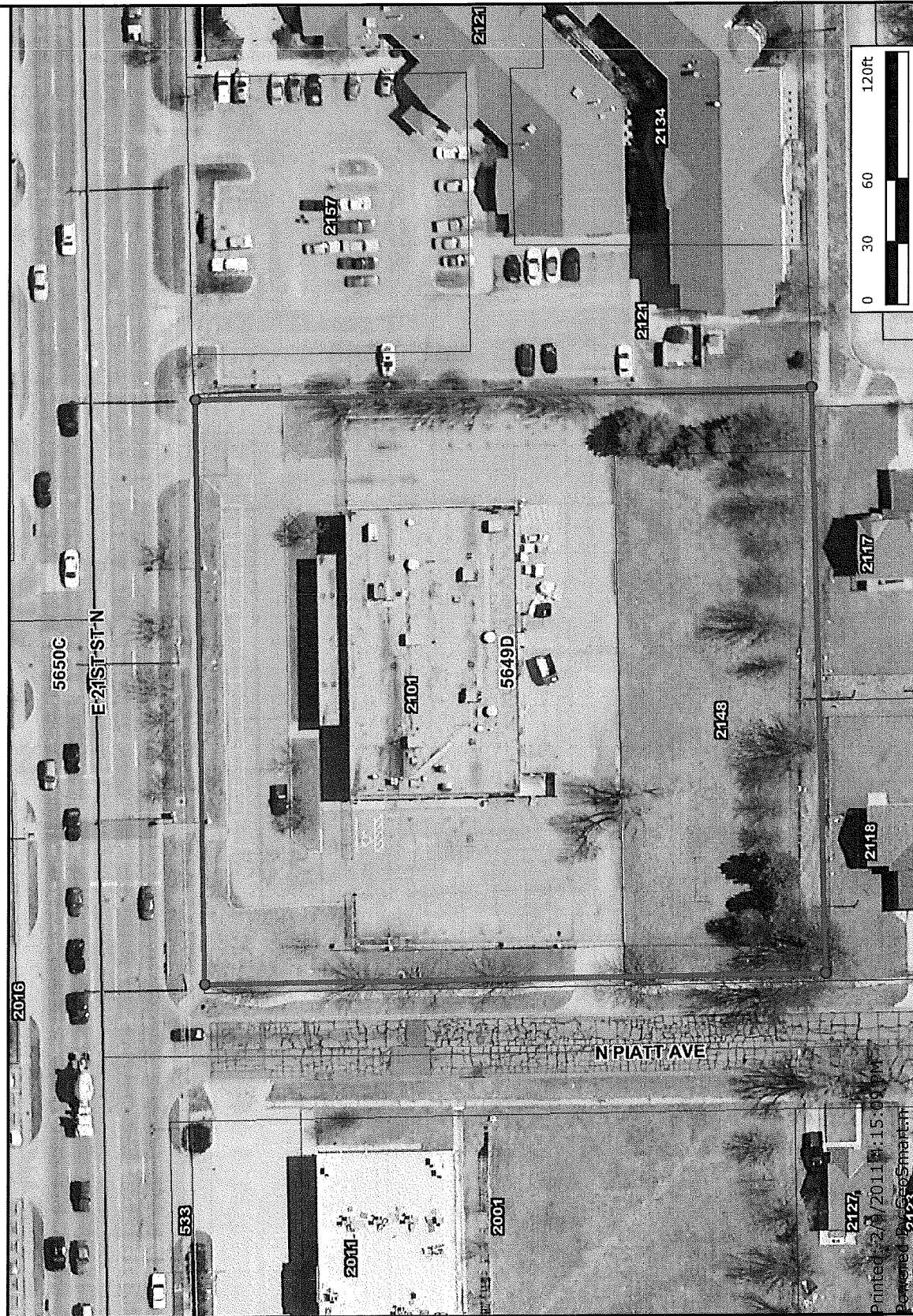
Legal Considerations: The Law Department will approve any contracts as to form.

Recommendation/Action: It is recommended that the City Council declare the property surplus and approve the marketing strategy described.

Attachments: Aerial.



2101 East 21st Street North



CITY OF WICHITA
City Council Meeting
March 1, 2011

TO: Mayor and City Council Members

SUBJECT: Surplus of City-owned Building at 2408 East 21st Street (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the property for sale.

Background: The City-owned facility at 2408 East 21st Street North consists of an 18,414 square foot, single-story masonry structure on a 78,370 square foot site. As currently configured, the building has significant central open space with offices/classrooms along the north and south walls. The east portion of the building is currently unfinished. The City acquired and renovated the property in 1992. It was then leased to the Boys and Girls Club until it moved to its new facility on Opportunity Drive in July 2007. The building has been vacant since vacated by the Boys and Girls Club.

Analysis: All City departments have been notified and have expressed no interest in the property. It is recommended that the property be placed on the City's "For Sale" list on the Internet, advertised and marketed to local real estate firms. The property will be offered for sale subject to the City's standard use restrictions including no casinos, car lots, adult entertainment, etc. If an offer is received that is deemed acceptable, it will be brought before the City Council for approval.

Financial Considerations: The City will receive cash consideration for the sale of the property, less any marketing costs. In addition, the sale of this property to a private party will place additional value into the tax base and relieve the City of any maintenance costs.

Goal Impact: The sale and redevelopment of this property will Support a Dynamic Core Area and Vibrant Neighborhood.

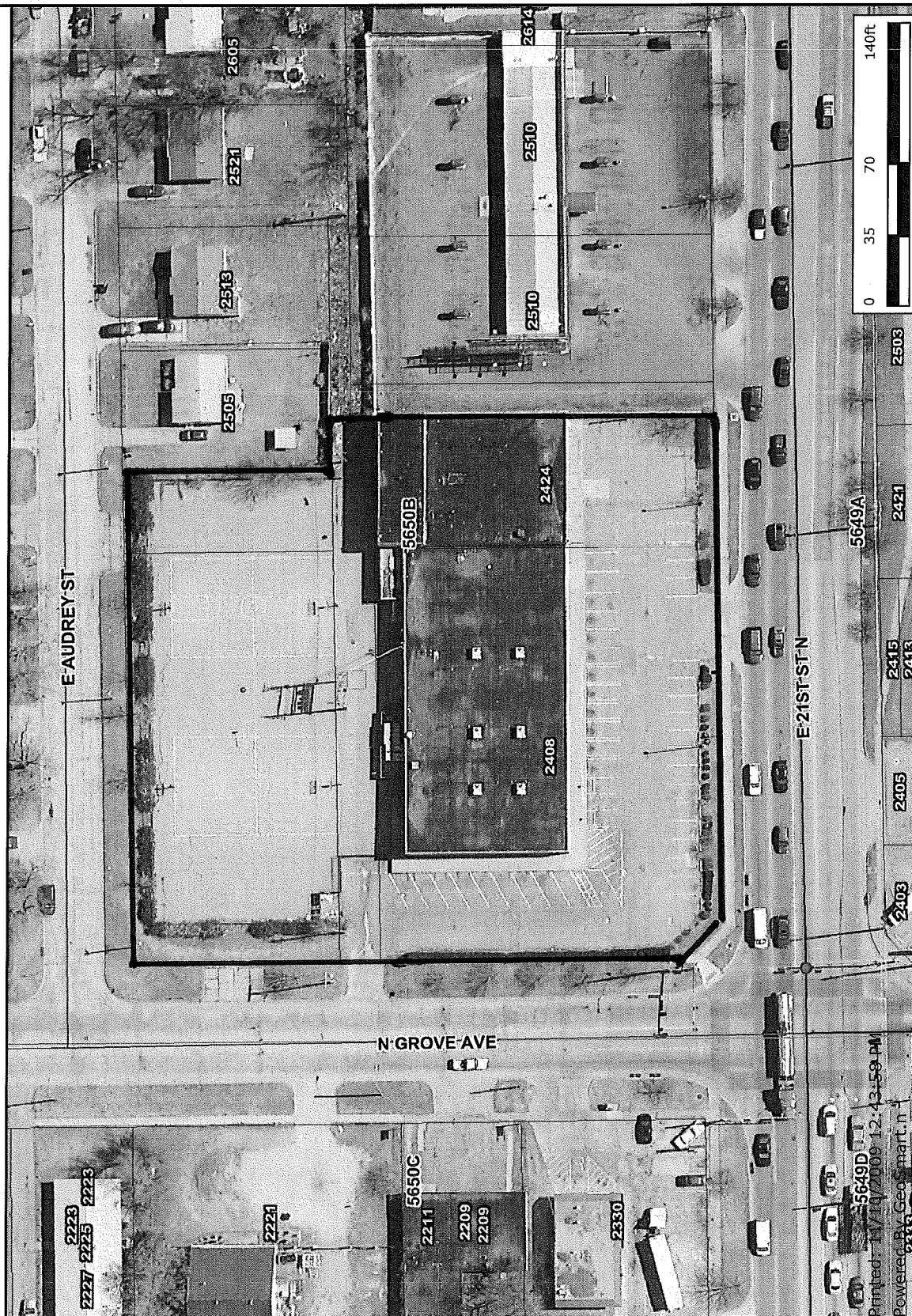
Legal Considerations: The Law Department will approve any contracts as to form.

Recommendation/Action: It is recommended that the City Council declare the property surplus and approve the marketing strategy described.

Attachments: Aerial.



2408 East 21st Street North



**City of Wichita
City Council Meeting
March 1, 2011**

TO: Mayor and City Council

SUBJECT: Coordination Agreement Arena Event Transit Services (District I)

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Approve Coordination Agreement Arena Event Transit Services with changes.

Background: The City of Wichita and Sedgwick County jointly agree that a critical component to the success of arena operations and downtown redevelopment, as envisioned by the *Arena Neighborhood Redevelopment Plan*, is to provide a downtown circulator (Q-Line) transit service.

Analysis: The City and county have operated under a Coordination Agreement to enhance accessibility and the orderly movement of vehicles and pedestrians in the downtown core area since the arena opened in 2010. This agreement is up for annual renewal. One change in the existing agreement being recommended is to allow for the agreement to renew annually without formal City Council or County Commission action unless there is a change in either the level of service or costs associated with providing the Q-Line route.

Sedgwick County has already agreed to the change in the agreement and has signed the it.

Financial Considerations: The proposed cost to operate the downtown Q-Line route service for a full year is \$159,120. The City's original cost to operate and fund the Q-Line prior to arena operations was \$66,120. The county agreed to participate in funding the expanded level of Q-Line route service starting on January 1, 2010. The county's share of operating this base route service for the full year is \$93,000.

Goal Impact: The attached agreement will support Wichita Transit's role in providing for Efficient and Effective Infrastructure by maintaining and optimizing public facilities and assets.

Legal Considerations: The Law Department has reviewed and approved the agreement as to form.

Recommendations/Actions: Staff recommends the City Council approve the Coordination Agreement Arena Event Transit Services and authorize the necessary signatures.

Attachments: Coordination Agreement Arena Event Transit Services.

**COORDINATION AGREEMENT
ARENA EVENT / TRANSIT SERVICES**

THIS AGREEMENT is made and entered into this 9 day of February, 2011, by and between Sedgwick County, Kansas, hereinafter referred to as "County," and the City of Wichita, Kansas, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the County and City are authorized to enter into this Agreement pursuant to K.S.A. 12-2908, as amended; and

WHEREAS, the County and City have agreed that a significant aspect of the redevelopment of downtown Wichita is the construction of the INTRUST Bank Arena (hereinafter "the arena"), a modern, first-class, sports and entertainment venue with a 15,000 seat capacity (for basketball) and 20 executive and two party suites designed to provide maximum "fan experience" for all guests; and

WHEREAS, the arena will be owned and operated by the County and located in the center of a revitalizing area of downtown Wichita, the center city of Sedgwick County; and

WHEREAS, the arena will be in an area generally bordered by William on the north, Waterman on the south, the Burlington Northern-Santa Fe tracks on the east, and Emporia on the west; and

WHEREAS, the County and City have adopted the Arena Neighborhood Redevelopment Plan, November 2007 as an element of The Wichita-Sedgwick County Comprehensive Plan; and

WHEREAS, said Arena Neighborhood Redevelopment Plan establishes a vision, frameworks, objectives, and strategies for the redevelopment of downtown Wichita in the general vicinity of the arena; and

WHEREAS, said vision, frameworks, objectives, and strategies require cooperative actions on the part of the County and City; and

WHEREAS, the County and City desire to formally establish cooperative actions that address Transit services that respond to the accessibility of users of the arena as well as with changes related to the future redevelopment in this portion of downtown Wichita;

NOW, THEREFORE, for and in consideration of the parties' mutual promises and covenants, it is agreed in principle as follows:

A. TRANSIT SERVICE

The County desires to provide transit service for all arena events to serve patrons who choose to park at downtown lots or in areas that are further from the arena than within reasonable walking distance.

The City and County agree that coordination of transit service among arena events, events at Century II, and other downtown uses and events is critical to enhanced accessibility and the orderly movement of vehicles and pedestrians in downtown during events. The City and County also agree that a critical component to the success of arena operations and downtown redevelopment as envisioned by the *Arena Neighborhood Redevelopment Plan* is to provide a downtown circulator transit service.

1. Establishment of Base Service: The County agrees to participate in funding the Downtown Circulator Route after January 1, 2010 to establish regular service in accordance with current Federal Transit Administration regulations and meet expanded service needs associated with the anticipation of downtown arena events starting as early as December 2009. This regular, full time route would operate Monday, Tuesday, Wednesday, Thursday from 6 PM to 10 PM (one Trolley), Friday from 6 PM to 12 Midnight (two Trolley's) and Saturday 12 Noon to 12 Midnight (two Trolley's) 51 weeks per year. This base service would result in a total of 52 operating hours per week. The County agrees to provide \$93,000.00 per year to support the cost of operating this service. (See Attachment #1 that summarizes this additional cost).

This agreement is effective between the parties upon execution and will continue in effect on a year to year basis from January 1, to December 31, at the costs of \$93,000 per year. Either party may make a written request by no later than October 1 to review the existing service level and costs. Such review shall be completed no later than November 1. Following such review, the parties may negotiate an amendment to the contract to revise the service level and/or costs. Either party may terminate the agreement as of December 31 by providing written notice of nonrenewal no later than December 1.

2. Additional Event Only Service: The City and County agree that flexibility will be needed for each arena event and the actual transit service requested and provided will vary based on the needs of the arena and the ability of the City to provide the requested service while also meeting its other transit service commitments. **Additional Transit services specifically required to meet Arena events will be determined by SMG Management (INTRUST Arena Management Company) and directly contracted with Wichita Transit on an event by event basis.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BOARD OF COUNTY COMMISSIONERS THE CITY OF WICHITA, KANSAS
OF SEDGWICK COUNTY, KANSAS

David M. Unruh

DAVID M. UNRUH
First District - Commissioner

CARL BREWER
Mayor

ATTEST:

Kelly B. Arnold

KELLY B. ARNOLD
County Clerk



ATTEST:

Karen Sublett

KAREN SUBLETT
City Clerk

APPROVED AS TO FORM:

Robert W. Parnacott

ROBERT W. PARNACOTT
Assistant County Counselor

APPROVED AS TO FORM:

Gary E. Rebenstorf

GARY E. REBENSTORF
City Attorney

ATTACHMENT #1. Cost Analysis of Base Service to Support Arena Events.

The additional first year cost to Wichita Transit to run full time Downtown Circulator service over the normal seasonal Q-Line service is \$93,120.00.

Proposed Expansion to Monday-Saturday Downtown Circulator All Year	\$ 159,120.00
Seasonal Thursday-Saturday Q-Line service from May to October	\$ 66,000.00
(City budgeted funding)	
Additional Cost to Facilitate Arena (excluding expanded event only service).....	\$ 93,120.00
All Year Cost – City Budgeted Funding = Funding Requested From County	

City of Wichita
City Council Meeting
March 1, 2011

TO: Mayor and City Council

SUBJECT: 2011 Enforcing Underage Drinking Laws (EUDL) Grant

INITIATED BY: Wichita Police Department

AGENDA: Consent

Recommendation: Approve the grant application and award.

Background: For the past six years, the Wichita Police Department has placed an emphasis on eliminating underage alcohol consumption in our community. In an effort to address this problem, the Wichita Police Department, in collaboration with community agencies and citizens, developed and implemented the JUDGE (Juvenile Underage Drinking Group Education/Enforcement) program. The goals of the JUDGE program are to educate the public on underage alcohol consumption issues and enhance proactive enforcement of laws applicable to underage alcohol consumption. In an effort to assist with this effort, the Police Department is applying for a grant funded by the Kansas Department of Transportation, Bureau of Traffic Safety. The Enforcing Underage Drinking Laws (EUDL) grant is being made available to communities to support their enforcement activities in the area of preventing underage alcohol consumption. The Wichita Police Department has received EUDL funding since 2004.

Analysis: The Kansas Department of Transportation is providing financial support in the form of a three-month mini-grant. Funds would be made available from March 1 through May 31, 2011 for overtime to support enforcement activities during Spring break, proms and graduations.

Financial Considerations: The Wichita Police Department's grant application requests funding for the JUDGE program in the amount of \$29,321.28 for overtime to support enforcement activities. There is no local match.

Goal Impact: Provide a Safe and Secure community by placing an emphasis on eliminating underage alcohol consumption in our community.

Legal Considerations: None.

Recommendations/Actions: It is recommended that the City Council approve the application and award and authorize the appropriate signatures.

Attachments: Grant application.

APPLICATION FOR HIGHWAY SAFETY PROJECT “Enforcing Underage Drinking Laws (EUDL)” Mini Grant Program

(All rules and regulations apply in accordance with Section 163 of Public Law 83-564)

KANSAS DEPARTMENT OF TRANSPORTATION
DIVISION OF PLANNING AND DEVELOPMENT
BUREAU OF TRANSPORTATION SAFETY AND TECHNOLOGY
700 SW HARRISON STREET
TOPEKA, KS 66603-3754

PROJECT TITLE: **J.U.D.G.E. – Wichita P.D.**

LOCATION: **Wichita Police Department**

TYPE OF APPLICATION (Check appropriate box)

DATE OF APPLICATION: **1-11-2011**

☒ **Initial** ☐ **Revision** ☐ **Continuation**

APPLICANT

NAME OF AGENCY:

PROJECT DIRECTOR / TITLE:

Wichita Police Department

Norman D. Williams / Chief

ADDRESS OF AGENCY: (Mailing, including zip code)

PROJECT COORDINATOR:

455 North Main, Wichita, KS 67202

Officer Michael Lloyd

TELEPHONE NUMBER: **(316) 350-3420**

FAX NUMBER: **(316) 858-7704**

GOVERNMENTAL UNIT: **City of Wichita, Kansas**

☐ STATE ☒ **CITY** ☐ COUNTY OTHER (Specify) _____

BUDGET (from enclosed Schedule B (s))	PROJECT PERIOD FY: 2011		
COST CATEGORY			
(A) Personal Services	\$29,321.28		
(B) Commodities			
TOTAL ESTIMATED COSTS	\$29,321.28		
GRAND TOTAL (All Years)	\$29,321.28		

NAME AND ADDRESS OF AUTHORIZING GOVERNMENTAL UNIT

City of Wichita

Name

Address

Submitted by: I certify compliance with all criteria applicable for eligibility of the program and implementation in accordance with program requirements.

Please print name and sign under appropriate heading.

Project Director

Norman D. Williams, Chief of Police

Authorizing Governmental Official

Robert Layton, City Manager

KDOT Secretary

For KDOT Bureau of Traffic Safety Use Only

Project Number: **SP 2202-11**

Contract Starting Date: **3/01/2011**

Contract Number: **JJ 1142-11**

Contact Termination Date: **5/31/2011**

Amount of Contract: **\$29,321.28**

Contractor FEIN: **48-6000653**

Federal Funds Obligated: **100%**

Federal Funding Source: **Juvenile Justice (JJ)**

SCHEDULE A GENERAL INFORMATION AND NARRATIVE

Proposal should address education and/or enforcement of the traffic safety problem in your local area. Use an additional page if necessary.

1. Describe the Problem (The Problem Statement.)

There has been a proliferation of underage drinking and access to alcohol within the City of Wichita, as well as across the nation over the past eleven years. During the year 2010, the Wichita Police Department averaged 401 underage alcohol related arrests. There were also 2087 DUI arrests, with 129 (6.0%) of them being offenders under the legal drinking age. Of these, there were fourteen injury accidents and seven non-injury accidents with a driver under the legal drinking age. During the course of the EUDL mini-grant in 2010, we were able to make approximately 121 arrests related to underage drinking and seized approximately 569 containers. We also had contact with 151 juveniles and 25 parents about the dangers and cost of underage drinking.

This is just the tip of the iceberg regarding the extent of the problem. As noted in an article in the American Medical Association, alcohol is the most frequently used drug by high school seniors, with the first time use between the ages of 11-13.

The City of Wichita and metro area have 21 high schools (16 in the corporate City limits) along with 3 colleges with on-site student housing. There are over 20,000 high school students within the City of Wichita metro area. Many of the students of Goddard, Valley Center, Andover and Maize live within the corporate City limits of Wichita.

2. Describe the project. (The Problem Solution)

Throughout 2010 the JUDGE program has continued to meet with the Stand Together Coalition and work towards reducing the ways the juveniles can access or obtain alcohol. The coalition is still comprised of members of public schools, private schools, members of the medical community, concerned parents and Law Enforcement. This is a joint effort to reach more members of the community and to educate as many people as possible.

The EUDL grant would allow us to expand our efforts in the JUDGE (Juvenile Underage Drinking Group Education/Enforcement) program combating underage drinking within the City of Wichita. The monies would be allocated to provide six, 6-hour special assignments for each of the four police patrol bureaus. Each assignment would be planned in conjunction with the following school events: Spring break, prom, and graduation.

The assignments will be multi-faceted, including aspects of compliance checks, third party sales interdiction, and party patrols.

3. Describe the outcome expected. (Quantifiable Performance Objectives)

Again this year we will be monitoring Juvenile contacts, underage drinking arrests, drug arrests, containers seized, as well as Juvenile party calls. We will be tracking compliance checks, third hand sales, and other community contacts.

By increasing enforcement measures, we hope to deter underage drinking as well as other associated illegal activity such as disturbance calls, vandalisms, and assaults. We will measure the success of the grant through statistical methods regarding enforcement and education.

SCHEDULE B BUDGET INFORMATION

For the contract period itemize the cost of each applicable category.	Cost	KDOT use only Federal Share
<p>Personnel Services:</p> <p>Supervisor base pay <u>\$33.45</u> x 1.5 hourly rate <u>\$50.18</u> x <u>144</u> (no. of estimated hours dedicated) = <u>\$7,225.92</u> Total</p> <p>Officer base pay <u>\$25.57</u> x 1.5 hourly rate <u>\$38.36</u> x <u>576</u> (no. of estimated hours dedicated) = <u>\$22,095.36</u> Total</p> <p style="text-align: right;">Total Personnel Services:</p>	<p>\$7,225.92</p> <p>\$22,095.36</p> <p>\$29,321.28</p>	
<p style="text-align: right;">Grand Total for Budget:</p>	<p>\$29,321.28</p>	

Second Reading Ordinances for March 1, 2011 (first read on February 15, 2011)

Broadway Bridge at 34th Street South. (District III)

ORDINANCE NO. 48-947

An ordinance declaring the Broadway Bridge at 34th Street South (472-84965) to be a main trafficway within the City of Wichita, Kansas; declaring the necessity of and authorizing certain improvements to said main trafficway; and setting forth the nature of said improvements, the estimated costs thereof, and the manner of payment of same.

Exempt Employee Classification Ordinance Amendments.

ORDINANCE NO. 48-948

An ordinance establishing position classifications for exempt employees of the City of Wichita and prescribing pay rates by reference to position classifications in the schedule of pay ranges repealing Ordinances No. 48-725 and 48-903.

Nuisance Abatement Assessments.

ORDINANCE NO. 48-949

An ordinance making a special assessment to pay for the cost of cutting weeds in the City of Wichita, Kansas.